

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re

Chapter 11

243rd Street Bronx R&R LLC

Case No. 11-13321

Debtor.  
-----X

STATE OF NEW YORK     )  
                                  ) s.s.:  
COUNTY OF NEW YORK    )

**AFFIDAVIT IN SUPPORT OF PLAN CONFIRMATION**

Charles Wertman, being duly affirmed, deposes and says as follows:

1. I am the managing member of AV 243 LLC ("AV 243"), the sole member of 243 Bronx R&R LLC (the "Debtor"), and I am submitting this affidavit in support of confirmation of the Debtor's Second Amended Plan of Reorganization filed on June 4, 2012 (the "Plan"). Annexed hereto as Exhibit A is the Debtor's Operating Agreement designating AV 243 as the Debtor's managing member. Annexed hereto as Exhibit B is the Operating Agreement designating me as AV 243's managing member.

2. On September 21, 2004, AV 243 acquired 49% of the Debtor's membership's interests (Exhibit C). On May 8, 2007, AV 243 acquired the remaining 51% of the Debtor's membership interests (Exhibit D).

3. AV 243's members include Tristate Realty Holdings LLC 97% and myself 3%.

4. The Debtor owns the real property located at 708-710 and 740 East 243rd Street, Bronx, New York. The 708-710 Property is a 5 story apartment building, with 50 residential units, and 5 commercial units. The 740 Property is a 6 story apartment building with 72 residential units.

5. The Property has a \$9,800,000. Such value is based upon appraisals previously filed in this case in support of the lift stay motion interposed by 243rd Street Lender LLC (the “Mortgagee”).

6. The Property is encumbered by New York City real estate tax, water, sewer and other liens in the amount of a \$734,673 as of November 7, 2012 (Exhibit E).

7. The Mortgagee asserts a first mortgage claim for principal and interest at the contract rate in the amount of \$10,680,000.

8. With respect to *overdue* principal and interest at the contract rate, the Mortgagee asserts that \$1,588,251 is due as of November 7, 2012. My calculation indicates that the amount due as of November 7, 2012 is \$1,590,411. (Exhibit F).

9. In addition, the Property is encumbered by other subordinate liens in the aggregate amount of approximately \$99,692, which constitute classes 3, 4 and 5 under the Plan.

10. The Debtor’s general unsecured claims, total approximately \$840,598, \$820,000 of which is insider debt as indicated by the Debtor’s Schedules.

11. The immediate reason for the Debtor’s Chapter 11 filing was a pending foreclosure action and the appointment of a receiver.

12. The Debtor problems arose from the economic downturn which inhibited the Debtor’s ability to keep up with the mortgage and upkeep of the Property. In order to make the Properties profitable in the long run, the Debtor invested substantial sums for renovation. This strategy necessitated longer vacancies during renovations which further strained the Debtor’s cash flow. That led to mortgage defaults.

13. The Debtor's objective in this Chapter 11 case was to stabilize the Debtor's finances, so that ultimately the Property could be refinanced or sold, or the mortgage reinstated or restructured for the benefit of all interested parties

14. Since filing this case, the Debtor has achieved its objective of stabilizing the Debtor's finances through the success of We Care Housing Services ("We Care") an affiliate of the Debtor. As of the filing of this case, We Care was building a business as a provider of housing for the homeless to the New York City Department of Homeless Services. During the course of this case the venture has grown into a success. As will be described in more detail below, We Care has agreed to pay additional rent to ensure that the Debtor will be able to pay its bills as they come due during the duration of the Plan.

15. During the course of this case, the Debtor has retained counsel by order of the Bankruptcy Court, opened a debtor in possession bank account, obtained a bar date for creditor claims, and stipulated with the Mortgagee to permit the State Court appointed Receiver to operate the Property. With exception of debt service and certain obligations to the City of New York including real estate taxes, the Debtor believes that the Receiver has paid his obligations as they came due. The Debtor has filed monthly operating reports based upon the Receiver's management reports as and when the Receiver has provided such reports.

16. The last operating report supplied by the Receiver was September 2012. That report indicates cash on hand of approximately \$450,000.

17. The Debtor filed a Plan and Disclosure Statement, obtained approval of its Disclosure Statement and solicited votes. Upon information and belief, all impaired creditors who voted, accepted the Plan.

18. Class 1 under the Plan is the City of New York. As of November 12, 2012, the New York City Department of Finance online statement indicates that outstanding New York City lien claims for real estate tax, water and sewer charges against the Property total \$629,627. The Plan provides for payment of those claims in full in cash on the Effective Date with interest at the statutory rate. In addition, the Debtor will pay New York City claims arising from violations against the Property which have matured into liens in the amount of \$105,046, for a grand total \$734,673.

19. Class 2 under the Plan is the Mortgagee. As set forth on Exhibit F hereto, the Debtor estimates that the Mortgagee's claim for overdue mortgage payments (including principal and interest at the non-default contract rate) totals \$1,590,411.

20. The Plan provides for payment of the amount necessary to reinstate on the Effective Date, and the Debtor respectfully submits that such amount should be \$1,590,411.

21. Class 3 under the Plan is Blue Diamond, which has a mechanic's lien claim scheduled in the amount of \$77,000. Class 4 under the Plan is CS Brown which has a \$9,816 mechanic's lien and Class 5 is Castle Oil which has a \$12,876 mechanics lien. The grand total of the mechanic's liens is 99,694.

22. Since the Class 1 and Class 2 Claim exceed the appraised value of the Property, my understanding is that those claims would be deemed unsecured and they are therefore getting the same treatment as Class 7 general unsecured creditors.

23. That means that Classes 3, 4 and 5 will be paid 25% of the allowed amount of each such Claims on the 6 month anniversary of the Effective Date, 25% shall be paid on the 1 year anniversary of the Effective Date, and 25% shall be paid on the 18 month anniversary of the Effective Date, and 25% shall be paid on the 24 month anniversary of the Effective Date.



24. Class 6 is priority claims. I am aware of no priority claims

25. Class 7 is general unsecured claims. Such Claims were scheduled in the amount of \$840,598. Such Claims will be paid over 2 years in 4 semi-annual payments commencing 6 months after the effective date

26. Of the general unsecured claims, Tristate's is probably an insider claim by virtue of its ownership of AV 243. Tristate's claim is \$820,000. To make the Plan more feasible, Tristate has also agreed to defer payment on its claim until all other creditors are paid in full.

27. In total general unsecured claims are \$20,598 and undersecured lien claims are \$99,694, for a total of \$120,292. Each of the required 4 quarterly payments to general unsecured creditors under the plan will therefore total \$30,073

28. Class 8 is ownership interests. Those will be unchanged under the Plan.

29. The source of funding for the plan is AV 243, which will be paying the amounts due on the Effective Date. Thereafter, plan payments will be made from net operating income.

30. As set forth on Exhibit G hereto, I estimate that \$2,400,084 will be due on the Effective Date. This amount includes \$75,000 for attorney fees, \$734,673 for NYC lien and claims, \$1,590,411 for the Mortgagee reinstatement amount. The Receiver is estimated to have \$500,000 in cash on the Effective Date, which leaves outstanding amount of \$1,900,084. \$1,925,000 has been deposited in Debtor's counsel's IOLA account, which exceeds the estimated amount needed by my calculations.

31. I have examined the pending nonmonetary violations and other NYC charges against the Property and have prepared Exhibit H hereto. As indicated on Exhibit H,

large numbers of the violations date back years and decades. Indeed, I believe that most of the apartments that have been cited have subsequently undergone gut renovations. It is my experience managing real property that in these circumstances, it is reasonable to estimate \$500 per apartment in the aggregate to cure violations of this sort, which would total about \$60,000 for the Property. In this case, the Debtor nonetheless projects additional amounts above and beyond routine maintenance of \$25,000 per month. Accordingly, the Debtor believes that it has the funds necessary to remove the violations in the ordinary course of business.

32. Annexed hereto as Exhibit I are post-petition operating projections. The projections indicate substantial positive cash flow and demonstrate that the Reorganized Debtor will be able to meet all of its ongoing obligations to trade vendors and the Mortgagee.

33. In order to achieve these results, as set forth on Exhibit I hereto, the Debtor intends to decrease expenses by eliminating certain inefficiencies inherent in receivership management and to increase the rent We Care pays from approximately \$1,050 per month to \$1,960 per month.

34. It is my understanding that We Care has agreed to pay such increased rent. We Care is owned by the same parties who own Tristate, and, therefore, this is a means by which the common owners can protect their investments in both the Properties and in We Care.

35. As set forth on Exhibit J hereto, at maturity, I project the mortgage debt to be \$6,920,413. The Debtor will be able to afford to pay the principal due by refinancing. I have already been told by loan brokers that the Debtor would qualify for refinancing in the amount of approximately \$7,500,000 at 3.7% interest at this time. With the Property out of bankruptcy and stabilized, the Debtor will be in a position to refinance in 2014.

36. Annexed as Exhibit B to the Disclosure Statement are the Debtor's balance sheet and liquidation analysis.

37. In a liquidation, it is unlikely that the Debtor would be able to pay its vendors or subordinate lien holders any distribution because they would be subordinate to New York City liens and the Mortgagee's lien, which exceed the Mortgagee's appraised value.

38. In summary, the Debtor's agreement with We Care has resulted in a Plan providing for payment in full to general unsecured trade creditors and a complete rehabilitation of the Debtor's finances, as opposed to a forfeiture to the Mortgagee in a liquidation.

39. The Plan complies with the applicable provisions of the Bankruptcy Code, pursuant to section 1129(a)(1), such as compliance with the rules for classification of claims under section 1122 of the Code and the plan requirements under section 1123 of the Code.

40. The Debtor has complied with the applicable provisions of the Bankruptcy Code pursuant to section 1129(a)(2) such as compliance with the disclosure and solicitation requirements of section 1125 and 1126 of the Code.

41. The Plan has been proposed in good faith and not by any means forbidden by law pursuant to section 1129(a)(3) inasmuch as the plan is consistent with the general intent of the Code to permit the reorganization of companies by restructuring debt.

42. Any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the Bankruptcy Case, or in connection with the Plan and incident to the Bankruptcy Case, has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after

confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable, pursuant to section 1129(a)(4).

43. As set forth in the Disclosure Statement, I will continue to manage the Debtor by virtue of my role as managing member of AV 243, the Debtor's managing member. Accordingly, the Debtor has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the Debtor, an affiliate of the Debtor participating in a Plan with the Debtor, or a successor to the Debtor under the Plan. Given payment in full to creditors under the Plan, the Debtor submits that my continuance is consistent with the interests of Creditors and equity security holders and with public policy, pursuant to section 1129(a)(5).

44. The Plan does not propose a rate change for which governmental regulatory commission approval is required, pursuant to section 1129(a)(6).

45. Subordinate lien creditors and general unsecured creditors are impaired but will receive payment in full over two years under the plan. In a liquidation, such creditors would receive no distribution. Accordingly, the requirement under section 1129(a)(7) of the Bankruptcy Code is deemed satisfied, i.e., with respect to each class of impaired Claims, either each holder of a Claim or interest of such class has accepted the Plan, or will receive or retain under the Plan on account of such Claim or interest property of a value, as of the Effective Date of the Plan, in an amount that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated on such date under Chapter 7 of the Bankruptcy Code.

46. Each class entitled to vote that actually voted, accepted the Plan. No class is impaired under the Plan, and thus the requirement of section 1129(a)(8) is also deemed satisfied, i.e., that each class has accepted the Plan, or is not impaired under the Plan.

47. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that priority and administration claims will be paid in full on the Effective Date, or as soon thereafter as the Allowed Amounts of such Claims are determined, thereby satisfying thereby satisfying section 1129(a)(9) of the Code.

48. Because all impaired classes that voted on the Plan accepted the Plan, the requirement of section 1129(a)(10) of the Code that at least one class of impaired Claims accept the Plan has been satisfied.

49. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization of the Debtor or any successors to the Debtor under the Plan pursuant to section 1129(a)(11), since as indicated herein, the Debtor's owner is advancing the amounts necessary to reinstate the first mortgage, and We Care has agreed to increase its rental payments to ensure that the Debtor will remain current with the Mortgage and so as to be well positioned to refinance at maturity.

50. All fees payable under section 1930 of title 28, as determined by the court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan pursuant to section 1129(a)(12).

51. The Debtors do not have retirement benefits obligations, and, therefore, section 1129(a)(13) relating to retirement benefits does not apply to this case.

52. In addition, to the foregoing, there is an additional important factor that I only recently discovered which further supports confirmation of the Plan. Specifically, the Debtor has claims against the Mortgagee which it intends to prosecute vigorously, which could substantially reduce the amounts due under the first mortgage.

53. I first discovered the Debtor's claims during a break when I was being deposed by the Mortgagee on August 16, 2012. I was approached by J. Michael Fried, who introduced himself as a principal of the Mortgagee. Fried further advised me that his "partners" in the Mortgagee included Aaron Jungreis and Ralph Herzka, who I believe to be an individual who works with Mr. Jugreis at Meridian Capital.

54. I was shocked because Jungreis was the broker who sold the Property to me in 2004. And in 2010, he approached me again to act on the Debtor's behalf to facilitate a refinance, workout and/or sale of the Debtor's loan with Citibank, who then held the mortgage. In the capacity as workout broker, in the Spring of 2011, I provided Jungreis with confidential information and documents concerning the Property, as well as the Debtor's strategy and bidding parameters for both the Property and the Citibank loan. Thereafter, Jungreis conducted discussions with Citibank and others who might be able to help the Debtor.

55. After Fried approached me with his information, I spoke to Jungreis to confront him over his ownership interest in the Mortgagee. During the conversation, Jungreis admitted that he has an ownership interest in the Mortgagee. Ralph Herzka also confirmed to me that both he and Jungreis held interests in the Mortgagee.

56. I then revisited the Mortgagee's prior document production (in response to the Debtor's prior subpoena, dated December 29, 2011), in order to uncover clues concerning Jungreis' involvement with the Mortgagee. I discovered that the Mortgagee had produced a Rent Roll from the Property (the "Rent Roll") which the Debtor had previously provided to Jungreis in confidence to aid him in his negotiations with Citibank. I also discovered an Offering Memorandum or Set Up (the "Offering Memorandum") for the Property from Rosewood Realty Group, Inc. ("Rosewood"), of which Jungreis is a principal. Thus, the Mortgagee previously

produced documents in its possession which show that Jungreis took confidential information and an actual document from the Debtor and provided them to the Mortgagee; and that Jungreis was really working for and trying to obtain the Property for the Mortgagee, and/or its members.

57. The Mortgagee also produced a document entitled Note Purchase Agreement, entered into by and between it and Citibank as of June 30, 2011, which states that it purchased the Citibank loan for \$7.7 million, an amount which was suspiciously just above the bidding parameters that the Debtor had provided to Jungreis, and/or the offer that the Debtor had made to Citibank.

58. After Citibank sold its note and mortgage, I observed the new owner's address from a letter from Citibank identifying the Wrublins as contact persons. I asked Jungreis about them and he described them as Bronx real estate investors who were connected with a hedge fund. He offered to set up a meeting but he never disclosed his interest in the group.

59. Based upon the foregoing, I think the Debtor will be able to prove that Jungreis cheated the Debtor by delivering a deal for the Citibank note and mortgage to the Mortgagee, of which he is an investor, rather than the Debtor to whom he had a duty of loyalty. I believe that the note holder knew about this, and that at a minimum, the Debtor should therefore get the benefit of the bargain the Mortgagee enjoys.

60. In that regard, the Mortgagee bought the note for \$7.7 million. The current mortgage indebtedness should be reduced at least to that amount. There may be other legal theories that would provide even more damages but I think that giving the Debtor the benefit of the Mortgagee's bargain is a good starting point.

61. Based upon the foregoing, the Debtor respectfully requests that the Court confirm the Plan.

s/ Charles Wertman

Affirmed to before me this  
13th day of November 2012

s/Mark Frankel

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Notary Public



## EXHIBIT A

**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
243RD STREET BRONX R&R LLC**

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## Schedules and Exhibits

Schedule 1	Capital Contributions, Capital Accounts and Percentage Interests
Exhibit A	Legal Description

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
243RD STREET BRONX R&R LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT OF 243RD STREET BRONX R&R LLC (this "Agreement") is entered into and shall be effective as of September \_\_, 2004, by and between PRIME RESIDENTIAL BRONX R&R II, L.L.C., a Delaware limited liability company ("Prime Member"), and AV 243 LLC, a New York limited liability company ("Wertman Member"), pursuant to the provisions of the Act (as hereinafter defined). Prime Member and Wertman Member are sometimes referred to herein, collectively, as the "Members" and individually as a "Member."

**RECITALS**

WHEREAS, 243rd Street Bronx R&R LLC (the "Company") is a Delaware limited liability company existing pursuant to that certain Certificate of Formation dated as of August \_\_, 2004 and filed with the Secretary of State of the State of Delaware on August \_\_, 2004; and

WHEREAS, the Company is authorized to do business in the State of New York; and

WHEREAS, the Company is the fee owner of the Premises (as hereinafter defined), which has the street addresses of 708 and 740 East 243rd Street, Bronx, New York;

WHEREAS, as the sole member of the Company, Prime Member entered into a certain Operating Agreement of the Company dated as of August \_\_, 2004 (the "Original Operating Agreement"); and

WHEREAS, pursuant to a certain LLC Interest Purchase Agreement dated as of April \_\_, 2004, Wertman Member has agreed to acquire a forty-nine percent (49.00%) membership interest in the Company from Prime Member (such acquisition, the "Acquisition"); and

WHEREAS, in light of Prime Member's no longer being the sole member of the Company, Wertman Member's becoming a member of the Company, and a guaranty and/or other security being provided by certain principals of Wertman Member to Lender (as hereinafter defined), the Members desire to amend and restate the Original Operating Agreement in its entirety as hereinafter set forth.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the mutual agreements and covenants hereinafter contained, the Members hereby covenant and agree as follows:

ARTICLE 1  
DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings when used herein, it being acknowledged that other words used in this Agreement are defined elsewhere in this Agreement:

Acquisition. As described in the Recitals to this Agreement.

Act. The Delaware Limited Liability Company Act.

Additional Capital. For a Member, the sum of all Additional Capital Contributions made by such Member under this Agreement.

Additional Capital Contribution. For a Member, any contribution of cash or property by such Member to the Company other than a Loan by such Member or such Member's Initial Capital Contribution.

Affiliate. An "Affiliate" of a Person is any Person which, directly or indirectly, controls, is controlled by or is under common control with, such Person. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Agreement. As described in the preamble hereto.

Appraisal Notice. As described in Section 12.2.

Business Day. Any weekday that is not an official holiday in the City or State of New York.

Call Notice. As described in Section 10.6.

Capital Account. As described in Section 7.9.

Capital Contribution. For each Member, the aggregate of all sums contributed to the Company by such Member pursuant to Article 4 hereof other than as a Loan, including such Member's Initial Capital Contribution

Code. The Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

Company. As described in the Recitals to this Agreement.

Defaulting Member. As described in Section 12.1.

Effective Date. The date this Agreement is signed by all the Members.

unrestored loss of Company property or any part thereof or interest therein by casualty, failure of title or otherwise.

Majority of the Executive Committee. A majority in number of members of the Executive Committee then entitled to vote.

Manager. Wertman Member or any successor manager (within the meaning of the Act) as shall be appointed by the affirmative vote or written consent of a Majority of the Executive Committee.

Managing Member. Wertman Member or any successor as shall be appointed by the affirmative vote or written consent of a Majority of the Executive Committee.

Members. Prime Member and Wertman Member, collectively, and either of them when the reference is singular, and their respective permitted successors in interest and permitted assigns.

New Debt. As described in Section 4.5.

Operating Cash Flow. As described in Section 9.2.

Operating Return. As described in Section 9.2.

Percentage Interest. As described in Section 9.1.

Permits. Collectively, any and all approvals, orders, franchises, licenses, permits, registrations, certificates, qualifications, consents, authorizations, orders, variances, determinations, filings and declarations required by any Governmental Authority or other party, including compliance with applicable rent stabilization and/or rent control statutes, Section 8 requirements, Department of Social Services and Division of Housing and Community Renewal requirements, applicable health codes, applicable environmental requirements (including oil storage permits and approvals and lead paint disclosure and other compliance) and other similar provisions, or pursuant to any agreement affecting the Premises or by which Wertman Member or the Company is bound, necessary to own, develop, improve or operate the Premises for its current and intended use, including for the ownership or operation of the Improvements.

Person. Any individual or entity, including a partnership, corporation, limited liability company, association or trust.

Personalty. Collectively, any and all personal property and fixtures owned by the Company and at any time attached to, located in or on, or used in connection with, the maintenance and operation of the Improvements, including all mechanical, electrical, lighting and plumbing systems, fixtures and equipment, all ventilating, air conditioning and heating systems, fixtures and equipment, all water and power systems and engines, boilers, generators, furnaces, motors, landscaping and sprinkler systems and equipment, all furniture, furnishings, appliances, supplies and other personal property (tangible or intangible) of every nature and description, all maintenance equipment, tools and supplies, and all master keys, office keys and other keys used in connection with the Premises.



Electing Member. As described in Section 12.2.

Entire Interest. A Member's entire interest in the Company.

Executive Committee. As described in Section 6.1.

Extraordinary Cash Flow. As described in Section 9.2.

Fair Market Value. As described in Section 12.2.

Governmental Authority. Any governmental or quasi-governmental authority or official, including any federal, state, territorial, county, district, municipal or other governmental or quasi-governmental agency, board, branch, bureau, commission, court, department, other instrumentality, political unit, subdivision or official, whether domestic or foreign.

Improvements. The improvements on the Land and appurtenances, betterments and additions thereto and replacements thereof and all auxiliary amenities and facilities used in connection with the Premises.

Initial Capital Contribution. As described in Section 4.1.

Land. That certain land located in the County of Bronx, City and State of New York, as more particularly described in Exhibit A hereto.

Law. All federal, state and local laws, ordinances, statutes, rules and regulations, including zoning and permitting laws and codes, building codes, environmental and land use regulations and persons with disabilities requirements and interpretations of the foregoing by any Governmental Authority.

Lender. New York Community Bank or any other lender providing mortgage financing to the Company secured by the Premises.

Liquidating Member. The Member in sole charge of winding up the Company and having the powers described in Section 12.2.

List. As described in Section 12.2.

Loan. Any loan made by any Member to the Company as permitted under this Agreement inclusive of New Debt (as defined in this Agreement).

Major Capital Event. One (1) or more of the following: (i) sale of all or any part of or interest in Company property (including the Premises), exclusive of sales or other dispositions of tangible personal property in the ordinary course of business, (ii) placement and funding of any indebtedness of the Company secured by some or all of its assets with respect to borrowed money, excluding short term borrowing in the ordinary course of business, (iii) condemnation of all or any material part of or interest in the Premises through the exercise of the power of eminent domain or any conveyance of all or any material part of or interest in the Premises in lieu thereof and (iv) any

Premises. Collectively, the Land, the Improvements and the Personalty. All references to the "Premises" shall be deemed to mean all or any portion thereof.

Prime Member. As described in the preamble hereto, together with such party's permitted successors in interest and permitted assigns.

Regulations or Treasury Regulations. The Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

TMP. As described in Section 7.6.

Triggering Member. As described in Section 11.1.

Unreturned Additional Capital. As described in Section 9.2.

Unreturned Initial Capital. As described in Section 9.2.

Wertman Member. As described in the preamble hereto, together with such party's permitted successors in interest and permitted assigns.

The definitions in this Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

1.2 Exhibits. The schedules and exhibits to this Agreement are incorporated herein by reference as if fully set forth herein.

## ARTICLE 2 THE COMPANY

2.1 Continuation of Limited Liability Company. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act. The terms and provisions hereof will be construed and interpreted in accordance with the Act.

2.2 Name of Company. The name of the Company shall continue to be "243rd Street Bronx R&R LLC". All business of the Company shall be conducted under such name or under such variations thereof as a Majority of the Executive Committee deems necessary or appropriate. A Majority of the Executive Committee shall have the power to change the name of the Company at any time.

2.3 Purpose of Company. The purpose of the Company is to carry on the business of owning, operating, managing, improving, repairing, rehabilitating, constructing, renting, mortgaging, refinancing, selling, conveying and otherwise dealing with the Premises or any part thereof and all activities reasonably related thereto. Except as permitted by this Section or as approved or ratified by a Majority of the Executive Committee, the Company shall not engage in any other business other than the purchase of additional properties through future acquisitions in

accordance with this Agreement (whereupon each such property shall become and be a Property hereunder). In furtherance of the foregoing purposes, but expressly subject to the other provisions of this Agreement, the Company is empowered to enter into contracts containing agreements to arbitrate disputes to the extent such contracts are approved by a Majority of the Executive Committee. The Company is authorized to take any legal measures which will assist it in accomplishing its purpose or benefit the Company.

2.4 Principal and Registered Office. The principal office of the Company shall be c/o Lev Management, 26 Broadway, New York, New York 10004 or such other place as a Majority of the Executive Committee may from time to time determine. The registered address of the Company shall be c/o Lev Management, 26 Broadway, New York, New York 10004. The registered agent of the Company at such address shall be Corporation Service Company. A Majority of the Executive Committee may elect to change the Company's registered agent and the Company's registered and principal offices by complying with the relevant requirements of the Act.

2.5 Further Assurances. The parties hereto will execute whatever certificates and documents, and will file, record and publish such certificates and documents, which are required to operate a limited liability company under the laws of the State of Delaware and the state in which the Premises is located. The parties hereto will also execute and file, record and publish, such certificates and documents as they, upon advice of counsel, may deem necessary or appropriate to comply with other applicable Law governing the operation of a limited liability company.

2.6 Expenses of Formation. The Company shall be responsible for all legal fees associated with the continuation of the Company, the operating agreement negotiations as well as the negotiations of the management and leasing agreements, and the financing of the Premises; and all matters relating to any of the foregoing, except as this Agreement may otherwise provide, and except that in no event shall the Company incur any (i) brokerage, financial advisor or other similar consultants' fee or other charge in connection with the continuation of the Company or (ii) costs incurred by counsel or other service providers to the Company for periods prior to the date of this Agreement.

2.7 No Individual Authority. Except as otherwise specifically set forth herein, none of the Members, acting collectively or alone, shall have any authority to act for, undertake or assume any obligations or responsibility on behalf of the Company or any of the other Members.

2.8 No Restrictions. Nothing contained in this Agreement shall be construed so as to prohibit any Member or any firm or corporation controlled by or controlling such Member or any other Affiliate of a Member from owning, operating or investing in any real estate or real estate development not owned or operated by the Company, wherever located. Each Member agrees that the other Members, any Affiliate or any director, officer, employee, partner or other Person related to such other Members may engage in or possess an interest in another business venture or ventures of any nature and description, independently or with others, including the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property, and neither the Company nor the Members shall have any rights by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

2.9 Neither Responsible for Other's Commitments. Neither the Members nor the Company shall be responsible or liable for any indebtedness or obligation of a particular Member incurred either before or after the execution of this Agreement, except as to joint responsibilities, liabilities, debts or obligations incurred pursuant to the terms of this Agreement, and each Member indemnifies and agrees to hold the other Members and the Company harmless from such personal obligations and debts, except as provided above in this Section. Furthermore, except as may be expressly stated herein, no Member shall be responsible or liable for any indebtedness or obligation of the Company.

2.10 Affiliates. Any and all activities to be performed by Wertman Member hereunder may be performed by officers or employees of one or more Affiliates of Wertman Member, and all actions taken by such persons on behalf of Wertman Member in connection with this Agreement shall be binding upon Wertman Member.

2.11 Operations in Accordance With the Act; Ownership. Except as expressly set forth in this Agreement to the contrary, the rights and obligations of the Members and the administration, operation and termination of the Company shall be governed by the Act, as it may be amended. The interest of each Member in the Company shall be personal property for all purposes. All real and other property owned by the Company shall be deemed owned by the Company as a company, and no Member, individually, shall have any ownership interest in such property.

### ARTICLE 3

#### TERM

3.1 Term. Unless otherwise terminated or extended by the affirmative vote or written consent of a Majority of the Executive Committee (but subject to Section 3.2), the term of the Company shall continue until the first (1st) to occur of the following:

- (a) the forty-ninth (49th) anniversary of the date of this Agreement;
- (b) The sale or other disposition of all or substantially all of the Premises, other than to a nominee or trustee of the Company for financial or other business purposes;
- (c) Dissolution of the Company pursuant to the express provisions of this Agreement; or
- (d) The occurrence of any event or circumstance that causes the dissolution of the Company under the Act.

3.2 No Termination. Notwithstanding any provision of this Agreement to the contrary, the Executive Committee may not vote to terminate this Agreement, or consent to the termination of this Agreement, at any time prior to the date that is eighty-two (82) months after the Effective Date. At any time prior to the date that is eighty-two (82) months after the Effective Date, this Agreement may be terminated only by the unanimous vote of all Members.

ARTICLE 4  
CAPITAL CONTRIBUTIONS OF THE MEMBERS

4.1 Initial Capital Contributions of the Members. Upon execution of this Agreement, the Members' initial capital contributions to the Company of cash and property shall be deemed to be as set forth on Schedule 1 hereto under the heading Capital Contributions (each, an "Initial Capital Contribution").

4.2 No Other Required Contributions. Except as expressly required by this Article, no Member shall have any obligation to make any contribution to the Company nor to advance any funds thereto.

4.3 No Interest Payable. No Member shall receive any interest on any of its Capital Contribution (except as provided in Section 4.5).

4.4 No Withdrawals. No Capital Contribution shall be withdrawn, except as hereinafter expressly provided.

4.5 Additional Contributions. If a Majority of the Executive Committee determines in its good faith business judgment that the Company is in need of additional funding, Wertman Member shall have the right, without obligation, to make such funding. All such amounts as funded by Wertman Member shall, at Wertman Member's request, either be (a) a Loan ("New Debt") which shall bear interest at a rate selected by Wertman Member (but not greater than the maximum amount permitted by Law) until repaid in full or (b) an Additional Capital Contribution. In no event shall Prime Member have the right or obligation to make any further fundings in respect of the Company, whether as Loans or Additional Capital Contributions, unless the Executive Committee unanimously approves such funding.

4.6 Percentage Interest. In no event shall any Member's Percentage Interest be modified by reason of any funding of Additional Capital Contributions, New Debt or otherwise unless agreed to by all of the Members.

ARTICLE 5  
LOANS BY MEMBERS

5.1 Loans. No Member shall be obligated to lend any money to the Company.

5.2 Payments of Loans. Loans shall be repaid in accordance with the provisions of Section 9.3.

ARTICLE 6  
MANAGEMENT OF THE COMPANY

6.1 Management; Executive Committee. Subject to the provisions of this Agreement requiring the unanimous consent of all Members, the Members, through the participation of their appointees on the "Executive Committee," shall have responsibility for the management, supervision and control of the Company, including all aspects of its activities, operations and business and all decisions to be made by or on behalf of the Company. The



Executive Committee shall consist of a committee having three (3) members, two (2) of whom shall be appointed by Wertman Member and one (1) of whom shall be appointed by Prime Member. Notwithstanding anything to the contrary contained in this Agreement, (a) Prime Member hereby appoints Richard Aidekman as its sole and exclusive agent and representative with the power and authority to act on its behalf with regard to the affairs of the Company and (b) Wertman Member hereby appoints Charles Wertman and David Simon as its sole and exclusive agents and representatives with the power and authority to act on its behalf with regard to the affairs of the Company. Each of Prime Member and Wertman Member shall have the right to remove its respective appointees from the Executive Committee and to replace them with other appointees of its choosing from time to time. Additionally, Wertman Member shall have the right at any time and from time to time to designate one (1) of its appointees to vote on behalf of both of its appointees. The Executive Committee shall be responsible for the establishment of all policy and operating procedures respecting the business affairs of the Company and all of its activities and shall have the authority to make all decisions for or affecting, and take or fail to take all actions on behalf of, the Company, including without limitation entering into management agreements with respect to the Premises so long as the same are reasonable and customary. Except as expressly provided for in Section 6.5 or as otherwise expressly delegated to a Member, all Company action is taken upon the consent of a Majority of the Executive Committee. Only those Company actions identified in Section 6.5 shall require the unanimous consent of the Executive Committee. If any provision of this Agreement requires an act or decision of "the Members," such act or decision shall, except as otherwise specifically set forth herein, be undertaken or made with the consent of a Majority of the Executive Committee and, if such consent is obtained, all Members shall automatically and irrevocably be deemed to have consented to such act or decision. Any loan of the Company shall be non-recourse to Prime Member unless expressly approved by Prime Member or its Executive Committee appointee.

Notwithstanding anything herein to the contrary, whether or not a meeting of the Executive Committee shall occur, any action which requires an approval by the Executive Committee may be confirmed or ratified by the requisite number of Executive Committee Members by a signed resolution.

All actions that may be taken by the Manager may at the direction of a Majority of the Executive Board be performed by the Managing Member

6.2 Bank Accounts. The Company will maintain separate bank accounts in such banks as a Majority of the Executive Committee may designate exclusively for the deposit and disbursement of all funds of the Company. All funds of the Company shall be promptly deposited in such accounts. A Majority of the Executive Committee from time to time shall authorize signatories for such accounts.

6.3 Reimbursement for Costs and Expenses. A Majority of the Executive Committee will fix the amounts, if any, by which the Company will reimburse each Member for any costs and expenses incurred by such Member on behalf and for the benefit of the Company. No overhead or general administrative expenses of any Person other than the Company itself shall be allocated to the operation of the Company, and no salaries, fees, commissions or other compensations shall be paid by the Company to any Affiliate of any Member or to any partner, officer, employee or Executive Committee appointee of either Member or its Affiliates for any

services rendered to the Company, except as may be expressly provided herein or by other written agreement approved by a Majority of the Executive Committee.

6.4 Fidelity Bonds and Insurance. At the direction of the Executive Committee and in its discretion, the Company will obtain fidelity bonds with reputable surety companies, covering all Persons having access to the Company's funds and indemnifying the Company against loss resulting from fraud, theft, dishonesty and other wrongful acts of such Persons. The Company shall carry or cause to be carried on its behalf in companies acceptable to a Majority of the Executive Committee all property, liability and worker's compensation insurance as shall be required under applicable mortgages, leases, agreements and other instruments and statutes or as may be required by a Majority of the Executive Committee, but never in amounts less than those agreed upon by a Majority of the Executive Committee.

6.5 Matters Requiring Unanimous Consent. The only matters requiring the unanimous written consent of the Executive Committee shall be as follows: (a) a modification, alteration or amendment to this Agreement if such modification, alteration or amendment would have a material and adverse impact on the rights of Prime Member hereunder or (b) any action which would increase or create third-party recourse liability to Prime Member.

## ARTICLE 7 BOOKS AND RECORDS, AUDITS, TAXES, ETC.

7.1 Books; Statements. In addition to the establishment and maintenance of Capital Accounts pursuant to Section 7.9 and the preparation of such financial documentation as shall be expressly required by this Article 7, the Company shall establish and maintain such other books and records as a Majority of the Executive Committee shall determine. The financial statements of the Company shall be prepared in accordance with generally accepted accounting principles consistently applied. The Company shall prepare and timely provide to each Member all K-1's and other records as may be reasonably necessary in order for such Member to timely and accurately file its Federal and state tax returns. Notwithstanding anything to the contrary contained in this Agreement, for so long as Wertman Member remains a Member, Wertman Member shall be responsible for the preparation of and shall prepare, or cause to be prepared, all of the financial materials contemplated by this Section 7.1 as and when required hereunder. In consideration for the timely preparation of all such reports in accordance with this Section 7.1, Wertman Member (or its designee) shall be compensated reasonable amounts as determined by a Majority of the Executive Committee. All third-party costs incurred in connection with the preparation of such financial statements, upon the approval of a Majority of the Executive Committee, which approval shall not be unreasonably withheld or delayed, shall be costs of the Company, and not of Wertman Member.

7.2 Where Maintained. The books, accounts and records of the Company shall be at all times maintained at its principal office.

7.3 Tax Returns. The Company shall be treated and shall file its tax returns as a partnership for Federal, state, municipal and other governmental income tax and other tax purposes. The Company shall prepare or cause to be prepared, on a cash basis, all Federal, state and municipal partnership tax returns required to be filed. Unless otherwise determined by a

(ii) Deductions. There shall be subtracted from such net income or added to such loss (i) the amount of payments made on account of principal upon mortgage loans secured by Company property, including for such purpose, but without double counting, mortgage loans secured by the Premises, and upon any other loans made to the Company whether made directly or indirectly, excluding Loans by Members, (ii) funds disbursed for capital expenditures or any other similar expenses that are required to be capitalized, (iii) the proceeds of a Major Capital Event to the extent included in net income or loss, and (iv) any amount to establish or increase cash reserves pursuant to a determination of a Majority of the Executive Committee that such reserve and the amount thereof is necessary or appropriate in order to retain sufficient working capital in the Company or to properly reserve for other actual or contingent obligations of the Company or improvements (including apartment renovations) to the Premises.

(b) "Extraordinary Cash Flow" shall mean the net cash receipts of the Company from a Major Capital Event as reduced by (i) the costs and expenses incurred by the Company in connection with such Major Capital Event, including title, survey, appraisal, recording, escrow, transfer tax and similar costs, brokerage expense and attorneys' and other professional fees, and amounts spent on reconstruction or repair, (ii) funds deposited in reserves pursuant to a determination of a Majority of the Executive Committee (including for such purposes, reserves required to be maintained by lenders under loan documents evidencing mortgage indebtedness secured by all or any portion of the Premises) that each such reserve and the amount thereof is required or appropriate to provide for actual or contingent obligations of the Company or improvements (including apartment renovations) to the Premises, and (iii) funds applied to pay or prepay any indebtedness of the Company (including Loans from Members) in connection with such Major Capital Event. To the extent that any amount received pursuant to a Major Capital Event has been set aside as a reserve for expenses and a Majority of the Executive Committee thereafter determines that all or a portion of such amount is not required for such purposes, such amount shall be included in Operating Cash Flow when a Majority of the Executive Committee determines that it is no longer necessary or appropriate to retain such amount as a reserve. Any non-cash consideration received pursuant to a Major Capital Event, including promissory notes or deferred payment obligations, shall only be deemed to be included in Extraordinary Cash Flow when received in cash by the Company; provided, however, that, in the discretion of a Majority of the Executive Committee, such non-cash assets may be distributed in kind to the Members, in lieu of cash, treating the fair market value of such non-cash assets at the date of distribution as Extraordinary Cash Flow.

(c) "Operating Return" shall mean, for Wertman Member, an annual cumulative preferred return equal to twenty-five percent (25.0%) per annum on such Wertman Member Member's Unreturned Initial Capital and Unreturned Additional Capital. If and to the extent Operating Return is not paid, said amount shall accrue and be payable from first available Operating Cash Flow and Extraordinary Cash Flow as provided for in this Article 9. Further, accrued and unpaid Operating Return shall be applied against the purchase price of Prime Member's Entire Interest pursuant to Section 10.7.

(d) "Unreturned Initial Capital" shall mean, for each Member, the sum of such Member's Initial Capital Contribution reduced by any distributions in repayment thereof pursuant to Section 9.3.



Majority of the Executive Committee, such tax returns shall be prepared by independent certified public accountants selected pursuant to Section 7.6, who shall sign such returns as preparers. The Company shall file all returns by such dates as may be required by Law (taking into account all applicable extensions). Each Member shall notify the other Member(s) upon receipt of any notice of tax examination of the Company by Federal, state or local authorities.

7.4 Tax Matters Partner. The Manager shall be the tax matters partner ("TMP"), as defined in Section 6231(a)(7) of the Code, with respect to operations conducted by the Company. The TMP shall comply with the requirements of Section 6221 through 6232 of the Code. The TMP shall have the authority to select and appoint independent certified public accountants to prepare tax returns and annual audited financial statements for the Company, the expense of which shall be borne by the Company.

7.5 Tax Policy. The Company shall make any and all tax accounting and reporting elections and adopt such procedures as a Majority of the Executive Committee, in its reasonable judgment, may determine.

7.6 Section 754 Election. At the request of a Member, the Company shall make and file a timely election under Section 754 of the Code (and a corresponding election under applicable state or local law) in the event of a transfer of an interest in the Company permitted hereunder or the distribution of property to a Member. Any adjustments resulting from such an election shall be reflected in the Capital Accounts of the Members in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(m). Any Member or transferee first requesting an election hereunder shall reimburse to the Company the reasonable out-of-pocket expenses incurred by the Company in connection with such election including any legal or accountants' fees. Thereafter, each transferee shall reimburse such expenses with respect to adjustments under Section 743 of the Code in the proportion which the interest of each transferee bears to the sum of the interests of all transferees.

7.7 Capital Accounts.

(a) There shall be established on the books of the Company a single capital account (the "Capital Account") for each Member. As of the Effective Date, the Members agree and acknowledge that the balance of each Member's Capital Account shall be as set forth on Schedule I attached hereto.

(b) The Capital Account of each Member shall be maintained for each Member in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv), and this Section 7.9 shall be interpreted and applied in a manner consistent with said Section of the Regulations. The Company may adjust the Capital Accounts of its Members to reflect revaluations of the Company property whenever the adjustment would be permitted under Regulations Section 1.704-1(b)(2)(iv)(f). In the event that the Capital Accounts of the Members are so adjusted, (i) the Capital Accounts of the Members shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, and (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such

property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Section 704(c) of the Code.

(c) In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property.

(d) Notwithstanding any provision contained herein to the contrary, no Member shall be required to restore any negative balance in its Capital Account.

(e) The Capital Account of a Member shall carry over to the transferee of the Member to the extent of the interest assigned.

## ARTICLE 8 FISCAL YEAR

8.1 Calendar Year. The fiscal year of the Company shall be the calendar year, unless (subject to obtaining consent of the Internal Revenue Service) a Majority of the Executive Committee otherwise require.

## ARTICLE 9 DISTRIBUTIONS AND ALLOCATIONS

9.1 Percentage Interests in Company. The initial "Percentage Interest" of each of the Members shall be as set forth as Schedule 1 attached hereto. The Manager shall have the right to complete and update Schedule 1 to reflect the Members' respective Percentage Interests as the same may be adjusted from time to time in accordance with this Agreement.

9.2 Certain Definitions. The following terms shall have the following meanings when used herein:

(a) "Operating Cash Flow" shall mean the net income or loss of the Company for the fiscal period in question, as determined in accordance with generally accepted accounting principles, consistently applied and adjusted as follows or as otherwise determined by a Majority of the Executive Committee:

(i) Additions. There shall be added to such net income or subtracted from such loss (i) the amount charged for depreciation, amortization or any other deduction not involving a cash expenditure, (ii) the amount of Capital Contributions or Loans pursuant to Section 5.1, (iii) the costs and expenses attributable to a Major Capital Event to the extent deducted in the determination of net income or loss and (iv) any amount by which cash reserves previously established by a Majority of the Executive Committee from Operating Cash Flow prior to the applicable accounting period in order to retain sufficient working capital in the Company or to properly reserve for actual or contingent obligations of the Company or improvements (including apartment renovations) to the Premises have been reduced (other than through the payment of expenses).

(iv) Fourth, to Prime Member an amount equal to Prime Member's Unreturned Initial Capital and Unreturned Additional Capital; and

(v) Thereafter, to Wertman Member and Prime Member in accordance with their respective Percentage Interests.

Notwithstanding the foregoing, if the Company is being liquidated and dissolved as a result of the Major Capital Event which generated such Extraordinary Cash Flow, the assets of the Company (including such Extraordinary Cash Flow) shall be distributed as provided in Article 13 hereof.

9.4 Intentionally Omitted.

9.5 Allocation of Gross Income; Profits and Losses For Capital Account Purposes. In general, allocations to the Members under this Agreement shall be made in compliance with the requirements of Section 704(b) of the Code and the Regulations promulgated thereunder in a manner that reflects the distribution provisions set forth in Section 9.3. Specifically, all items of Company income, gain, loss and deduction as determined for book purposes shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations Section 1.704-1(b)(2)(iv) so as to ensure to the maximum extent possible (i) that such allocations satisfy the economic effect equivalence test of Regulations Section 1.704-1(b)(2)(ii)(i) (as provided hereinafter), and (ii) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in accordance with the Members' interests in the Company, which, unless otherwise required by Code Section 704(b) and the Regulations promulgated thereunder, shall be in proportion to their Percentage Interests. To the extent possible, items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year (increased by the sum of (a) such Member's "share of partnership minimum gain" as defined in Regulations Section 1.704-2(g)(1) and (b) such Member's share of "partner nonrecourse debt minimum gain" as defined in Regulations Section 1.704-2(i)(5)) would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations Section 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such taxable year in accordance with Section 9.3(b).

9.6 Allocations of Gross Income; Profits and Losses for Tax Purposes.

(a) For Federal income tax purposes, each item of income, gain, loss and deduction of the Company shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to Section 9.5 hereof, except to the extent otherwise required by Section 704 of the Code and the Regulations thereunder.

(e) "Unreturned Additional Capital" shall mean, for each Member, such Member's Additional Capital, reduced by any distributions in repayment thereof pursuant to Section 9.3.

9.3

Cash Flow Distributions.

(a) Operating Cash Flow. The Company shall distribute Operating Cash Flow, for each month during the term of the Company in which there is Operating Cash Flow based on the Company's estimate of Operating Cash Flow for the current fiscal year, which estimate shall be prepared by the Manager (such distribution to be made within twenty-eight (28) days after the end of each such month), to the Members as follows:

(i) First, to the Members in amounts necessary to repay (A) accrued (compounded annually) and current interest on Loans, and thereafter (B) the outstanding principal balance payable on Loans, which distributions shall be made to the Members in proportion to the amounts owed under any then outstanding Loans if more than one (1) Member has outstanding Loans;

(ii) Second, to Wertman Member, an amount equal to the Operating Return payable to Wertman Member for the current month and any unpaid Operating Return for all prior months of the current fiscal year and all prior fiscal years of the Company;

(iii) Third, to Wertman Member, an amount equal to the sum of Wertman Member's Unreturned Initial Capital and Unreturned Additional Capital;

(iv) Fourth, to Prime Member an amount equal to Prime Member's Unreturned Initial Capital and Unreturned Additional Capital; and

(v) Thereafter, pro rata to Wertman Member and Prime Member in accordance with their respective Percentage Interests.

(b) Extraordinary Cash Flow. The Company shall distribute Extraordinary Cash Flow following completion of a Major Capital Event to the Members as follows:

(i) First, to the Members, in amounts necessary to repay (A) accrued (compounded annually) and current interest on Loans, and thereafter (B) the outstanding principal balance payable on Loans, which shall be payable as provided in such Section, which distributions shall be made to the Members in proportion to the amounts owed under any then outstanding Loans if more than one (1) Member has outstanding Loans;

(ii) Second, to Wertman Member, an amount equal to the Operating Return payable to Wertman Member for the current month and any unpaid Operating Return for all prior months of the current fiscal year and all prior fiscal years of the Company;

(iii) Third, to Wertman Member, an amount equal to the sum of Wertman Member's Unreturned Initial Capital and Unreturned Additional Capital;

(b) The Executive Committee shall have the authority to elect the method(s) to be used by the Company for allocating items of income, gain, and expense as required by Section 704(c) of the Code and the Regulations thereunder, and such election(s) shall be binding on all Members.

ARTICLE 10  
ASSIGNMENT AND OFFER TO PURCHASE

10.1 Transfers. Except as expressly set forth in Section 10.6, each Member, or any assignee or successor in interest of a Member shall not sell, assign, give, pledge, hypothecate, encumber or otherwise transfer its interest in the Company, in whole or in part, until the date which is forty-one (41) months after the date of this Agreement and thereafter only with the prior written consent of Manager (which shall not be unreasonably withheld, delayed or conditioned).

10.2 Intentionally Omitted.

10.3 Assumption by Assignee. Any assignment of an Entire Interest in the Company permitted under this Article 10 shall be in writing, and shall be an assignment and transfer of all of the assignor's rights and obligations hereunder, and the assignee shall expressly agree in writing to be bound by all of the terms of this Agreement and assume and agree to perform all of the assignor's agreements and obligations existing or arising at the time of and subsequent to such assignment. Upon any such permitted assignment of the assignor's Entire Interest, and after such assumption, the assignor shall be relieved of its agreements and obligations hereunder arising after such assignment and the assignee shall become a Member in place of the assignor. An executed counterpart of each such assignment of a Entire Interest in the Company and assumption of a Member's obligations shall be delivered to each Member and to the Company. The assignee shall pay all expenses incurred by the Company in admitting the assignee as a Member. Except as otherwise expressly provided herein, no permitted assignment shall terminate the Company. As a condition to any assignment of an Entire Interest, the selling Member(s) shall obtain such consents as may be required from third parties, if any, or waivers thereof. The other Members shall use reasonable efforts to cooperate with the selling Member(s) in obtaining such consents or waivers.

10.4 Amendment of Certificate of Formation. If an assignment of an Entire Interest in the Company shall take place pursuant to the provisions of this Article 10, then unless the Company is dissolved by such assignment, the continuing Members promptly thereafter shall cause to be filed, to the extent necessary, an amendment to the Company's Certificate of Formation with all applicable state authorities, together with any necessary amendments to the fictitious or assumed name(s) of the Company in order to reflect such change or take such similar action as may be required.

10.5 Other Assignments Void. Except as otherwise provided in this Article 10, no sale, assignment, gift, pledge, hypothecation, encumbrance or other transfer by a Member of its Entire Interest in the Company, or in any part thereof, or in all or any part of the assets of the Company shall be permitted. Any purported sale, assignment, gift, pledge, hypothecation, encumbrance or other transfer of a Member's Entire Interest in the Company not otherwise specifically permitted by this Article 10 shall be null and void and of no effect whatsoever.

10.6

Call Option.

(a) Commencing on the date that is the earlier of (i) the date of any Major Capital Event occurring on or after the forty-one (41) month anniversary of the Effective Date and (ii) the eighty-two (82) month anniversary of the Effective Date, and at any time thereafter, Wertman Member shall have the right to make an offer to purchase Prime Member's Entire Interest for a purchase price determined in accordance with Section 10.7, which shall be payable in cash at the closing of any such transaction, by delivery of written notice (the "Call Notice") to the other in accordance with Section 14.1.

(b) Upon delivery of a Call Notice, Prime Member shall be obligated to sell its Entire Interest to Wertman Member on the terms set forth herein.

(c) The purchase and sale pursuant to Section 10.6(b) shall take place within sixty (60) days following the delivery of Call Notice pursuant to Section 10.6(a). The closing shall take place during normal business hours at the office of the Company.

10.7

Sales Pursuant to Call. The following provisions shall be applicable to sales under Section 10.6, as applicable:

(a) If, under the provisions of Section 10.6, a Call Notice is delivered to Prime Member, the purchase price payable by Wertman Member to Prime Member shall be determined as follows:

(i) The amount of Prime Member's Unreturned Initial Capital and Unreturned Additional Capital; and

(ii) Then subtracting the aggregate amount of any accrued and undistributed Operating Returns (i.e. any accrued and unpaid Operating Returns for Wertman Member) as of the date of the consummation of the sale and purchase of Prime Member's Entire Interest; however, in no event shall the purchase price be reduced below ten dollars (\$10).

(b) On payment of the purchase price for Prime Member's Entire Interest Wertman Member shall, at its option, either (i) obtain a release of Prime Member from all liability, direct or contingent, by all holders of all Company debts, obligations or claims against the Company for which Prime Member is or may be personally liable, except for any debts, obligations or claims which are fully insured by public liability insurer(s) acceptable to Prime Member, or (ii) cause all such debts, obligations or claims to be paid in full at the closing, or (iii) deliver to Prime Member an agreement in form and substance satisfactory to Prime Member to defend, indemnify and save Prime Member harmless from any actions, claims or loss arising from any debt, obligation or claim of the Company arising prior to date of sale.

(c) Prime Member shall be entitled to its share of any distributions of Operating Cash Flow from the Company following the giving of the notice of election and until the closing.

(d) At the closing of the sale of the Entire Interest of Prime Member, Prime Member shall execute an assignment of its interest in the Company, free and clear of all liens,

encumbrances and adverse claims, which assignment shall be in form acceptable to all of the Members (in their reasonable discretion) and such other instruments as Wertman Member shall reasonably require to assign the Entire Interest of Prime Member to Wertman Member or such entity as Wertman Member may designate. Prime Member shall be responsible for any New York State or New York City transfer taxes resulting from such closing, and shall upon Wertman Member's request execute and deliver an indemnity with respect to such obligation (which indemnity shall be in form and substance reasonably acceptable to Prime Member and Wertman Member, and shall not be subject to the provisions of the second sentence of Section 15.12 hereof). For any sale or transfer under this Article 10, Wertman Member may designate the assignee of the Entire Interest, which assignee need not be an Affiliate of Wertman Member.

(e) It is the intent of the parties to this Agreement that the requirements or obligations, if any, of Prime Member to sell its Entire Interest to Wertman Member shall be enforceable by an action for specific performance of a contract relating to the purchase of real property or an interest therein. In the event that Prime Member shall have created or suffered any unauthorized liens, encumbrances or other adverse interests against either the Premises or Prime Member's interest in the Company, Wertman Member shall be entitled either to an action for specific performance to compel the selling Member to have such defects removed, in which case the closing shall be adjourned for such purpose, or, at the purchasing Member's option, to an appropriate offset against the purchase price, which offset shall include all reasonable costs associated with enforcement of this Section.

(f) The purchase and sale of an Entire Interest will be structured to avoid, if possible, a termination of the Company for Federal tax purposes and/or under the Act.

## ARTICLE 11 DISSOLUTION OR BANKRUPTCY OF A MEMBER

11.1 Dissolution or Merger. If any Member (a "Triggering Member") shall be dissolved, or merged with or consolidated into another corporation, or if all or substantially all of its assets shall be sold, or transferred, then unless such dissolution, merger, consolidation, sale or transfer is expressly permitted under Article 10, such dissolution, merger, consolidation, sale or transfer shall be a dissolution of the Company, and the Manager shall be the Liquidating Member in the dissolution of the Company (unless the Manager shall be the Triggering Member).

11.2 Bankruptcy, etc. In the event:

(a) any Member shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or seek any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state, or other statute or law relative to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of said Member or its interest in the Company (the term "acquiesce" includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within ten (10) days after the appointment); or



(b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and said Member shall acquiesce in the entry for such order, judgment or decree (the term "acquiesce" includes but is not limited to the failure to file a petition or motion to vacate or discharge such order, judgment or decree within ten (10) days after the entry of the order, judgment or decree) or such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the date of entry thereof, or any trustee, receiver, conservator or liquidator of said Member or of all or any substantial part of said Member's property or its interest in the Company shall be appointed without the consent or acquiescence of said Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) any Member shall admit in writing its inability to pay its debts generally as they mature; or

(d) any Member shall give notice to any governmental body of insolvency, or pending insolvency, or suspension or pending suspension of operations; or

(e) any Member shall make a general assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors;

then such event shall cause the dissolution of the Company and the Manager shall be the Liquidating Member (unless the Manager shall be the cause of such dissolution).

11.3 Reconstitution. Notwithstanding the provisions of Section 11.1 and 11.2, the remaining Members may, within ninety (90) days of any event described in this Article 11, agree by unanimous written consent to (1) continue the Company or (2) transfer the assets of the Company to a newly organized entity and accept ownership interests in such entity in exact proportion to their respective interests in the Company at the time of dissolution, provided that at the time the event described in this Article 11 occurs, the Company has at least one (1) continuing Member. An appropriate amendment to or cancellation of the Certificate of Formation and all other filings required by law shall be made in accordance with any action taken pursuant to this Section 11.3.

## ARTICLE 12 DISSOLUTION

12.1 Winding Up by Members. Upon dissolution of the Company by expiration of the term hereof, by operation of law, by any provision of this Agreement or by agreement between the Members, the Company's business shall be wound up and all its assets distributed in liquidation. In such dissolution, except as otherwise expressly provided in Articles 10 and 11, the Members shall be co-liquidating Members and shall continue to act through the Majority of the Executive Committee. In such event the Members shall have rights acting through the Majority of the Executive Committee to wind up the Company and shall proceed to cause the Company's



property to be sold and to distribute the proceeds of sale as provided in Section 12.5. Except in respect of (i) all assets on which a single, non-severable mortgage or other lien will be in effect after such distribution, and (ii) any assets which the Members shall determine are not readily severable or distributable in kind, the Members, to the extent that liquidation of such assets is not required to fulfill the payments, if any, under subsections (a), (b), (c) and (d) of Section 12.5, shall, if they agree, have the right to distribute, in kind, all or a portion of the assets of the Company to the Members.

12.2 Winding Up by Liquidating Member.

(a) In a dissolution pursuant to Articles 10 and 11, the Liquidating Member shall be as therein provided and such Liquidating Member shall have the right to:

(i) Wind up the Company and cause the Company's assets to be sold and the proceeds of sale distributed as provided in Section 12.5; or

(ii) Notwithstanding anything to the contrary contained in this Agreement, cause the assets of the Company to be appraised in accordance with Section 12.2(b) and at its option, purchase the Entire Interest of the other Members in accordance with Section 12.2(b).

(b) (i) The Liquidating Member, within thirty (30) days after the commencement of the dissolution of the Company (such Member giving the notice being referred to herein as the "Electing Member"), may give notice (the "Appraisal Notice") to the other Members electing to have the Fair Market Value of the Company's assets determined by appraisal pursuant to Section 12.2(b)(ii). The fees and expenses of such appraisers shall be borne by the Company. The Electing Member shall have the option, by notice given to the other Members within thirty (30) days after receipt of the determination of Fair Market Value pursuant to Section 12.2(b)(ii), to purchase the other Members' Entire Interest at a price equal to the amount which would have been distributable to the other Members in accordance with the provisions of Section 9.3(b) and Section 12.5 if all of the Company's assets had been sold for an amount equal to such appraised value and any debts, liabilities and expenses which would have been payable by the Company pursuant to Section 12.5 out of the proceeds of such sale were deducted in determining the appraised value. Such option may be exercised by the Electing Member within forty-five (45) days after receipt of the determination of Fair Market Value pursuant to Section 12.2(b)(ii) by written notice to the other Members. If after the receipt of the determination of Fair Market Value pursuant to Section 12.2(b)(ii), the Electing Member elects not to exercise the option to purchase the other Members' Entire Interest pursuant to this Section, then the Electing Member shall have all of its rights under this Section 12.2 as if the Appraisal Notice had not been given.

(ii) If the fair market value (the "Fair Market Value") of the assets of the Company is required for purposes of Section 12.2(b)(i), such Fair Market Value, if not otherwise agreed upon by the Members, shall be determined as set forth in this Section 12.2(b)(ii). All appraisers referred to herein shall be real estate appraisers which are members of the New York City Chapter of the American Institute of Real Estate

Appraisers for at least seven (7) years. As used herein, Fair Market Value is the fair market value of all the assets of the Company. Each Member shall select one (1) appraiser. In the event that either party fails to select an appraiser within thirty (30) days after notice of the exercise of an option or election requiring a valuation, then such party's appraiser shall be selected by the other party from a list of no fewer than five (5) appraisers compiled and maintained by the Majority of the Executive Committee (the "List"). After the selection, each appraiser shall independently determine the gross fair market value of the assets of the Company. If the separate appraisals differ, the Members shall have a period of ten (10) days after receipt of the appraisals to agree on the Fair Market Value. In the event the Members cannot agree on the Fair Market Value in accordance with the preceding sentence, the two (2) appraisers referred to therein shall within ten (10) days after the expiration of the ten (10) day period described in the preceding sentence select a third (3rd) appraiser. In the absence of such a selection, the third (3rd) appraiser shall be selected by the New York City Chapter of the American Institute of Real Estate Appraisers. The third (3rd) appraiser shall decide which of the two (2) appraisals established by the appraisers in accordance with this Section constitutes the Fair Market Value, and such decision shall be conclusive and binding on the Members.

12.3 Offset for Damages. In the event of dissolution resulting from an event described in Article 11 or 12, the Liquidating Member shall be entitled to deduct from the amount payable to the other Members pursuant to Section 12.2(a) or (b), Section 12.4 or Section 12.5, the amount of damages, including reasonable attorneys' fees and disbursements, incurred by the Liquidating Member proximately resulting from any such event, as established by a court order.

12.4 Distributions of Operating Cash Flow. Subject to Section 12.5 hereof as to proceeds of liquidation, upon the dissolution of the Company for any reason during the period of liquidation and until termination of the Company, the Members shall continue to receive the Operating Cash Flow and to share profits and losses for all tax and other purposes as provided elsewhere in this Agreement.

12.5 Distributions of Proceeds of Liquidation. For purposes of this Section 12.5, "proceeds of liquidation" shall equal cash available for liquidation, net of liens secured by the Premises, provided that neither the Company nor either of the Members shall be personally liable on, or they shall be released from, such debts. The proceeds of liquidation shall be applied in the following order of priority:

(a) First. To the payment of

(1) debts and liabilities of the Company except Loans (as referenced in Section 12.5(c), below) that may have been made by Members to the Company, and

(2) expenses of liquidation.

(b) Second. To the setting up of any reserves which the Liquidating Member or Members, as the case may be, may deem necessary for any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company.

Such reserves may be deposited by the Company in a bank or trust company acceptable to the Liquidating Member or Members, as the case may be, to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned liabilities or obligations, and at the expiration of such period as the Liquidating Member or Members, as the case may be, shall deem advisable, distributing the balance, if any, thereafter remaining, in a manner hereinafter provided.

(c) Third. To the repayment of any Loans that may have been made by the Members, but if the amount available for such repayment shall be insufficient to repay all Loans, then repayment shall be made in the same manner as provided in Section 9.3(a)(i).

(d) Fourth. Any balance remaining shall be distributed to the Members in accordance with Section 9.3(b).

12.6 Orderly Liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the losses normally attendant upon a liquidation.

12.7 Financial Statements. During the period of winding up, the Company's then independent certified public accountants shall prepare and furnish to each of the Members, until complete liquidation is accomplished, all the financial statements provided for in Section 7.1.

#### ARTICLE 13 MEMBERS

13.1 Liability. A Member shall not be personally liable for the debts, liabilities or obligations of the Company. Notwithstanding the foregoing, a Member will be liable for any distributions made to it, if, after such distribution, the outstanding liabilities of the Company (other than liabilities to Members on account of their interests in the Company and liabilities for which the recourse of creditors is limited to specific Company property) exceed the fair value of the Company's assets (provided that the fair value of Company property that secures recourse liability shall be included only to the extent its fair value exceeds such liability) and the Member had knowledge of this fact at the time the referenced distribution was received.

#### ARTICLE 14 NOTICES

14.1 In Writing; Address. Each notice, request, demand, consent, approval and other communication required or permitted under or otherwise delivered in connection with this Agreement shall be in writing (and shall not be effective unless so) and will be deemed to have been duly given (i) when delivered by hand (so long as the delivering party shall have received a receipt of delivery executed by the party to whom such notice was delivered), (ii) three (3) Business Days after deposit in United States certified or registered mail, postage prepaid, return receipt requested, (iii) when sent by fax (with receipt confirmed) provided a copy is also sent by United States certified or registered mail postage prepaid, return receipt requested or (iv) one (1) Business Day after delivery to a recognized overnight courier service, in each case addressed to the parties as follows (or to such other address as a party may designate by notice to the others):

If to Wertman Member (or its representatives on the Executive Committee):

26 Broadway, 21st Floor  
New York, NY 10004  
Telephone No.: (212) 363-7701  
Facsimile No.: (212) 363-7703

with a copy (which by itself shall not constitute notice) to:

Jacob Dyckman, Esq.  
Salon, Marrow, Dyckman & Newman LLP  
292 Madison Avenue  
New York, NY 10017  
Telephone No.: (212) 661-7100  
Facsimile No.: (212) 661-3339

If to Prime Member (or its representative on the Executive Committee):

c/o Prime Realty Services LLC  
139A Haven Avenue  
New York, NY 10032  
Attn: Mr. Arthur Green  
Telephone No.: (212) 543-1400  
Facsimile No.: (212) 927-5368

with a copy (which by itself shall not constitute notice) to:

Kent S. Nevins, Esq.  
Pillsbury Winthrop LLP  
695 East Main Street  
Stamford, CT 06901  
Telephone No.: (203) 348-2300  
Facsimile No.: (203) 965-8226

A copy of any notice or any written communication from the Internal Revenue Service to the Company shall be given to each Member at the addresses provided for above.

14.2 Copies. A copy of any notice, service of process, or other document in the nature thereof, received by any Member from anyone other than the other Members, shall be delivered by the receiving Member to the other Members as soon as practicable.

#### ARTICLE 15 MISCELLANEOUS

15.1 Additional Documents and Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Member agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as may be

necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions. All approvals of either party hereunder shall be in writing.

15.2 Estoppel Certificates. Each Member shall at any time and from time to time upon not less than twenty (20) days prior written notice from any other Member execute, acknowledge and send to such other Member a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications) and stating whether or not any Member is in default in keeping, observing or performing any of the terms contained in this Agreement, and if in default, specifying each such default (limited, as regards the other's defaults, to those defaults of which the certifying Member has knowledge).

15.3 Interpretation; Waivers. This Agreement and the rights and obligations of the members hereunder shall be interpreted in accordance with the laws of the State of New York. Prime Member, on the one hand, and Wertman Member, on the other hand, shall have the right at any time in each of their sole discretion to (i) waive any inaccuracies in the representations or warranties contained in this Agreement or in any document delivered pursuant to this Agreement made by the other party, (ii) waive compliance with any of the covenants, agreements, representations or warranties of the other party contained in this Agreement, or (iii) waive or extend the time for performance of all or any portion of any of the obligations of the other party hereto. No such waiver shall be effective unless it is intentionally and specifically waived in a writing signed by the party granting such extension or waiver.

15.4 Survival. Notwithstanding any other provision in this Agreement (other than an express provision with respect to the survival of such provision), and subject to the terms of this Section below, all representations and warranties made by the parties each to the other in or pursuant to this Agreement or any Exhibit hereto will survive any investigation that may have been made by any party and the Effective Date for a period of twenty-four (24) full calendar months following the Effective Date. For the purposes of this Section 15.4, a representation or warranty made hereunder shall not be subject to the time limitation set forth in the preceding sentence, and shall be deemed to have survived (and shall continue to survive), and the responsible party shall continue to be liable therefor, if the other party hereto shall have brought a claim with respect thereto before a judicial, administrative, or other Governmental Authority responsible for adjudicating such claim on or before the last day of the expiration of the survival period set forth in the preceding sentence.

15.5 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT OR TORT) BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15.7 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

15.8 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The term "Agreement" as used herein, as well as the terms "herein" "hereof" "hereunder" and the like mean this Agreement in its entirety and all exhibits and schedules attached hereto and made a part hereof. The captions, article, section and paragraph headings hereof are for reference and convenience only, do not enter into or become a part of the context and shall be ignored in interpreting this Agreement. All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular.

15.9 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, and any documents executed by the parties simultaneously herewith or pursuant hereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, written or oral, between the parties with respect to such subject matter.

15.10 Attorneys' Fees. If any action arising out of this Agreement is brought by any Member against any other Member, then and in that event the unsuccessful party to such action shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party, and if the prevailing party shall recover judgment in such action, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

15.11 Time of Essence. Time is of the essence to the Members in the performance of this Agreement, and they have agreed that strict compliance by each of them is required as to any date set out herein. If the final day of any period of time set out in any provision of this Agreement falls upon a day which is not a Business Day, then and in such event, the time of such period shall be extended to the next Business Day.

15.12 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Prime Member, on the one hand, and Wertman Member, on the other hand, and their respective successors, permitted assigns, heirs and legal representatives. Except as expressly provided herein, no Member shall in any event have any personal liabilities or obligations under this Agreement and each Member's liabilities and obligations shall be limited solely to its interest in the Company.

15.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes constitute one agreement which is binding on all of the parties hereto.

15.14 Conduct of the Parties. No conduct or course of action undertaken or performed by the parties shall have the effect of, or be deemed to have the effect of, modifying, altering or amending the terms, covenants and conditions of this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand exact compliance with the terms of this Agreement.

15.15 Amendments. This Agreement may not be amended, altered or modified except by a written instrument signed by all parties.

15.16 Exhibits. All exhibits and schedules annexed hereto are expressly made a part of this Agreement, as fully as though completely set forth herein, and all references to this Agreement herein or in any of such exhibits or schedules shall be deemed to refer to and include all such exhibits or schedules.

15.17 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder.

15.18 Qualification in Other States. In the event the business of the Company is carried on or conducted in any locations in addition to Delaware, then the Members agree that the Company shall exist under the laws of each state or district in which business is actually conducted by the Company, and they severally agree to execute such other and further documents as may be required or requested in order that the Members legally may qualify the Company in such states and districts to the extent possible. A Company office or principal place of business in any state or district may be designated from time to time by the approval of a Majority of the Executive Committee.

15.19 Forum. Any action by one or more Members against the Company or by the Company against one or more Members which arises under or in any way relates to this Agreement, actions taken or failed to be taken or determinations made or failed to be made by the Members or relating to the Company including transactions permitted hereunder or otherwise related in any way to the Company, may be brought only in the state courts of the State of New York or the United States District Court for the Southern District of New York. Each Member hereby consents to the jurisdiction of such courts to decide any and all such actions and to such venue.

15.20 No Third Party Beneficiaries. The parties hereto do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

15.21 Reporting Person. The parties hereto hereby designate the Seller's Counsel to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. The parties hereto agree that Seller's counsel is the reporting person with respect to the transactions contemplated by this Agreement.

15.22 Confidentiality; Press Releases. All information obtained pursuant to this Agreement by any party hereto from the other parties hereto and the matters and provisions hereof shall be and remain confidential (subject to the necessity of divulging to third parties, including attorneys, accountants, engineers, architects and prospective equity partners and lenders, such information as either party may need to do in order to perform its obligations hereunder and subject to disclosure of all information required by Governmental Authorities and any lender to the Company). Each Members will not issue or cause the issuance of, and will use best efforts to



prevent its employees or agents from issuing or causing the issuance of, any press or media release or other information in the nature of a press release relating to this Agreement or the transaction contemplated hereby except upon the prior approval by the other Member of the exact text of such press release.

15.23 Representations of Prime Member. Prime Member hereby represents to Wertman Member that (a) immediately prior to the Acquisition, Prime Member was the sole member, owner and holder of one hundred percent (100%) of the membership interests in the Company, (b) Prime Member held such membership interests, and continues to hold its remaining membership interests, free and clear of any liens, pledges, security interests, claims and encumbrances, and has the full power and right to transfer same to Wertman Member, (c) except for the Acquisition Prime Member has not sold, transferred, assigned, pledged, hypothecated, conveyed or encumbered any of the membership interests in the Company since they were first created and (d) Prime Member has duly and validly executed and delivered this Agreement and has the requisite power and authority and legal right to effect the transactions contemplated hereby. The representations set forth in this Section 15.23 shall survive for so long as Prime Member shall be a Member.

15.24 Representations of Wertman Member. Wertman Member hereby represents to Prime Member that Wertman Member has duly and validly executed and delivered this Agreement and has the requisite power and authority and legal right to effect the transactions contemplated hereby. The representation set forth in this Section 15.24 shall survive for so long as Wertman Member shall be a Member.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day  
and year first above written.

AV 243 LLC, a New York limited liability  
company

By: 

Name:

Title:

PRIME RESIDENTIAL BRONX R&R II,  
L.L.C., a Delaware limited liability company

By: 

Name:

Title:

Schedule 1 – Capital Contributions, Capital Accounts and Percentage Interests

<u>Name</u>	<u>Capital Contributions</u>	<u>Capital Accounts</u>	<u>Percentage Interests</u>
Wertman Member	\$1,000,000	\$1,000,000	49.00%
Prime Member	\$1,040,000	\$1,040,000	51.00%

Exhibit A – Legal Description of the Land

**ASSIGNMENT AND ASSUMPTION  
OF  
MEMBERSHIP INTEREST  
IN  
243<sup>RD</sup> STREET BRONX R&R LLC**

Reference is made to that certain limited liability company known as 243<sup>rd</sup> Street Bronx R&R LLC having an office c/o Lev Management, 26 Broadway, New York, New York 10004.

Prime Residential Bronx R&R II, L.L.C., a Delaware limited liability company (the "Assignor"), the holder of a fifty one (51%) percent membership interest in the Company hereby assigns to AV 243 LLC, a New York limited liability Company having an office c/o Lev Management, 26 Broadway, New York, New York 10004 (the "Assignee") all of Assignor's membership interest in the company. Assignee hereby accepts such membership interest and hereby assumes all obligations as member with regard to the membership interest so transferred from and after the date hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Assumption as of the 8 day of May, 2007.

**ASSIGNOR:**

**PRIME RESIDENTIAL BRONX R&R II, L.L.C.**

By: 

**ASSIGNEE:**

**AV 243 LLC**

By: 

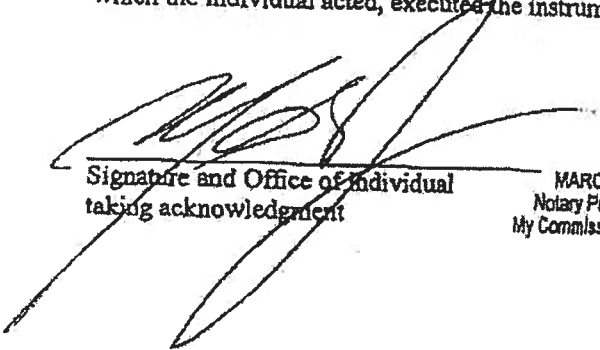
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LEV MANAGEMENT CORP

PAGE 03/03

STATE OF ~~NEW YORK~~ <sup>Connecticut</sup>  
COUNTY OF ~~Fairfield~~ <sup>SS:</sup>

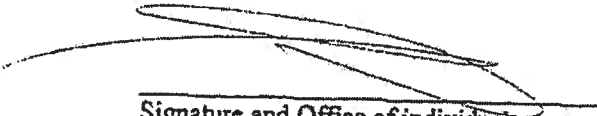
On the 8<sup>th</sup> day of May in the year 2007, before me, the undersigned, personally appeared Arthur C. Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment

MARCOS de JESUS  
Notary Public, Connecticut  
My Commission Expires 11/3/09

STATE OF NEW YORK )  
COUNTY OF )  
SS:

On the 18 day of May in the year 2007, before me, the undersigned, personally appeared Charles W. Arnes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment

OFFER WAIDE  
NOTARY PUBLIC, State of New York  
No. 02WA6095163  
Qualified in Kings County  
Commission Expires July 7, 2007

#123941, 1-Word

## EXHIBIT B

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of

AV 243, LLC

A NEW YORK LIMITED LIABILITY COMPANY

Adopted as of September 21<sup>st</sup>, 2004

OPERATING AGREEMENT  
OF  
AV 243, LLC

A New York Limited Liability Company

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OPERATING AGREEMENT  
OF  
AV 243, LLC

A New York Limited Liability Company

This Operating Agreement of AV 243, LLC (the "Operating Agreement"), dated as of September 14, 2004 is (a) adopted by the Members (as defined below) and (b) executed and agreed to, for good and valuable consideration, by the Members (as defined below).

ARTICLE I  
DEFINITIONS

1.01 Definitions. As used in this Operating Agreement, the following terms have the following meanings (unless otherwise expressly provided herein):

"Act" means the New York Limited Liability Company Law, Chapter 34 of the Consolidated Laws, as amended from time to time, and including any successor statute of similar import.

"Adjusted Capital Contribution" means a Member's Capital Contribution adjusted downward for distributions made pursuant to section 5.01(b)(ii).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question.

"Agreed Value" means with respect to a Member's Membership Interest, the fair market value of such Membership Interest as determined in good faith by a Majority In Interest.

"Articles" means the articles of organization of the Company as provided for pursuant to the Act, as originally filed with the Office of the Secretary of State of New York, as amended and restated from time to time as herein provided.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of New York are closed or are authorized by law or executive action to close.

"Capital Account" means the capital account maintained for a Member pursuant to Section 4.05.

"Capital Contribution" means any contribution by a Member to the capital of the Company.

"Capital Proceeds" means the net proceeds from the disposition of any assets of the Company, any net insurance proceeds or net condemnation proceeds paid to the Company and/or any net refinancing proceeds of the Company.

"Capital Sharing Ratio" means the ratio with respect to any Member or Transferee as set forth on Exhibit C as same may be amended from time to time.

"Code" means the Internal Revenue Code of 1986 and any successor statute as amended from time to time.

"Company" means AV 243, LLC a New York limited liability company.

"Cumulative Preferred Return Amount" means the accrued but unpaid Preferred Return Amount as it exists from time to time.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

"Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"Economic Interest" means a Member's or a Transferee's share of the Company's Profits, Losses, items of income, gain, loss, deduction, and credit, and distributions pursuant to this Operating Agreement and the Act, but shall not include any right to vote or participate in management or the affairs of the Company. The Economic Interest of a Member or Transferee shall be equal to such Member's or Transferee's Sharing Ratio, as set forth on Exhibit B or Exhibit C, respectively.

"Fiscal Year" means (i) the period commencing on the effective date of this Operating Agreement and ending on December 31, 2004, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) for which the Company is required to allocate Profits, Losses and other items of income, gain, loss, deduction or credit pursuant to Article V hereof.

"Gross Asset Value" means, with respect to any asset, the asset's Adjusted Basis except as follows:

- (i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by a Majority in Interest of the Members;
- (ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by a Super Majority in Interest of the Members as of the following times: (a) the acquisition of a Membership Interest in the Company by any new Member or the acquisition of an additional Economic Interest in the Company by any existing Member in exchange for more than a de minimis Capital Contribution and (b) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for such Member's Membership Interest in the Company or in connection with the complete liquidation of the Company; and
- (iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by a Super Majority in Interest of the Members.

"Incapacity" means the inability of an employee or the Manager to perform his employment or management function in his customary manner by reason of mental, emotional or physical disease or disability.

"Majority In Interest" means one or more Members having among them more than fifty percent (50%) of the Voting Power of all Members.

"Manager" means Charles Werlman, or any successor manager elected by the Members in accordance with this Operating Agreement.

"Member" means a Person who (i) has been admitted to the Company as an initial Member in accordance with the Articles or this Operating Agreement, (ii) has been admitted to the Company as an additional Member pursuant to Section 3.03 hereof or (iii) is a qualified Transferee under Section 3.02(a) or Section 3.02(b) who is admitted to the Company pursuant to Section 3.03 hereof. As of the date hereof, the Members are those Persons set forth on Exhibit A hereof. A Member shall either be a Preferred Member or Non-Preferred Member.

"Membership Interest" means a Member's rights in the Company collectively, including the Member's Economic Interest, the Member's Capital Account in the Company, the Member's right to vote or participate in the management of the Company, and the Member's right, if any, to information concerning the business and affairs of the Company provided by the Act.

"Net Cash Flow" means for any applicable period the excess, if any, of Operating Revenues over the sum of (i) Operating Expenses and (ii) Reserves.

"Non-Preferred Member" shall mean a Member who is not a Preferred Member.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations § 1.704-2(b)(1).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations § 1.704-2(b)(3).

"Operating Agreement" has the meaning given that term in the introductory paragraph.

"Operating Expenses" means, for any applicable period, the aggregate amount of expenses paid or incurred by the Company in connection with its operations other than expenses properly allocable to transactions and activities giving rise to Capital Proceeds.

"Operating Revenues" means, for any applicable period, the aggregate amount of revenues derived by the Company in connection with its operations; provided, however, that Operating Revenues shall not include Capital Proceeds or Capital Contributions.

"Person" means an individual, partnership, trust, estate, association, corporation, limited liability company, or other entity, whether residing in or formed pursuant to the laws of the State of New York or otherwise.

"Preferred Member" means a Member set forth as such on Exhibit A hereof.

"Preferred Return Amount" means, with respect to the Non-Manager Member for any applicable period, an amount equal to a cumulative, annual rate of return of ten percent (10%) calculated on the daily weighted average balance of such Member's Adjusted Capital Contribution.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code (for this purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) with the following adjustments:

- (i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code as expenditures pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any asset is adjusted (in accordance with the definition thereof), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset disposed of, notwithstanding that the adjusted basis (as determined under the Code) of such asset differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition thereof; and

(vi) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 5.02 of this Operating Agreement shall not be taken into account in computing Profits or Losses. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to this Operating Agreement shall be determined by applying rules analogous to those set forth in this definition.

"Reserves" means the amount of operating reserves, capital reserves and other reasonable reserves established by the Manager.

"Securities Act" means the Securities Act of 1933, as amended.

"Sharing Ratio" with respect to any Member or Transferee means the Sharing Ratio of each Member or Transferee as set forth on Exhibit B hereof, as amended from time to time. The Sharing Ratios of the Members and Transferees shall be subject to adjustment pursuant to Section 5.02 hereof.

"Supermajority In Interest" means Member or Members having, individually or among them, ninety percent (90%) or more of the Voting Power of all Members.



"Tax Matters Partner" means any Member designated under Section 9.03 to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code, but does not include any Member who has ceased to be such "tax matters partner" of the Company.

"Transferee" means an owner of an Economic Interest who is not admitted as a Member of the Company. A Member's Transferees are those Transferees to whom such Member transferred Economic Interests.

"Treasury Regulations" means the regulations promulgated under the Code from time to time.

"Voting Power" with respect to any Member means the Voting Power, expressed as a percentage, as set forth on Exhibit B.

Other terms defined herein have the meanings so given them.

**1.02 Construction.** Whenever the context requires, the gender of all words used in this Operating Agreement includes the masculine, feminine, and neuter. Unless otherwise expressly provided herein, all references to Articles and Sections refer to articles and sections of this Operating Agreement, and all references to Exhibits, if any, are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II ORGANIZATION

**2.01 Formation.** The Company has been organized as a New York limited liability company by the filing of the Articles. The Members hereby agree to execute, file and record (or the Manager shall execute, file and record) all such other certificates and documents, including amendments to the Articles, and to such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of New York and any other jurisdiction in which the Company may own property or conduct business.

**2.02 Name.** The name of the Company is "AV 243 LLC" and all Company business must be conducted in that name or such other names that comply with applicable law as a Majority in Interest of the Members may select from time to time.

**2.03 Registered Office; Registered Agent Principal Office in the United States; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of New York shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Manager may designate, from time to time in the manner provided by law. The registered agent of the Company in the State of New York shall be the initial registered agent named in the Articles or

such other Person or Persons as the Manager may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at 26 Broadway, 21<sup>st</sup> Floor, New York, New York 10004, or such place as the Manager may designate from time to time, and the Company shall maintain records there as required by the Act and shall keep the street address of such principal office in the registered office of the Company. The Company may have such other offices as the Majority in Interest of the Members may designate, from time to time.

**2.04 Purposes.** The purposes for which the Company is organized are to transact any or all lawful business for which limited liability companies may be organized under the Act, including, but not limited to, the leasing, acquisition, ownership, management, operation and disposition of real estate.

**2.05 Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than New York, the Manager shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Manager, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. Each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

**2.06 Term.** The Company commenced on the date the Articles were filed with the Secretary of State of New York and shall continue in existence for the period fixed in the Articles for the duration of the Company, or such earlier time as this Operating Agreement may specify.

**2.07 Mergers and Exchanges.** Subject to the requirements of the Act, the Articles, and Section 6.02(b)(ii) hereof, the Company may be a party to a merger, consolidation, share or interest exchange, reorganization or other transaction authorized by the Act.

### **ARTICLE III MEMBERSHIP; DISPOSITIONS OF INTERESTS**

**3.01 Initial Members.** The initial Members of the Company are the Persons executing this Operating Agreement as of the date of this Operating Agreement as Members, each of whom is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Operating Agreement and each of whom is set forth on Exhibit A hereto.

**3.02 Restrictions on the Disposition of Membership Interests.** (a) Except as otherwise expressly provided in this Article III, no Member shall Dispose of all or any portion of his Membership Interest, including his Economic Interest, whether voluntarily, involuntarily or by operation of law, and any attempted Disposition of a Membership Interest in violation of this prohibition shall not be effective to pass any right, title or interest therein, but shall instead be

null, void and of no effect. Notwithstanding the preceding prohibition against any Disposition of a Membership Interest (including an Economic Interest), any Member may Dispose of its Membership Interest (or a portion thereof) to a Person provided such Member obtains the prior written consent of the Majority In Interest of the Members (other than the Member whose Membership Interest is to be transferred) which written consent may be withheld by the Majority In Interest of such nontransferring Members, at his (or their) sole and absolute discretion. Anything in this Article III to the contrary notwithstanding, no Transferee shall be admitted to the Company as a Member without the prior written consent of the Majority of Interest of the Members (other than the Member whose Transferee is being considered for admission) which written consent may be withheld by the Majority In Interest of the Members at his (or their) sole and absolute discretion.

(b) Notwithstanding the prohibition against any Disposition of a Membership Interest (including an Economic Interest) set forth in Section 3.02(a) hereof, a Member may Dispose of all or any portion of his Membership Interest without the requisite written consent of Section 3.02(a) if the Disposition is to a Permitted Transferee. A "Permitted Transferee" is a (i) parent, child or spouse of such Member, (ii) a corporation, limited liability company or partnership which is directly or indirectly controlled by such Member or by a parent, child or spouse of such Member, (iii) a corporation, limited liability company or partnership which directly or indirectly controls such Member, or (iv) a trust of which such Member, or a parent, child or spouse of such Member, is a principal beneficiary. Notwithstanding the right of any Member to Dispose of his Membership Interest (or any position thereof) to his Permitted Transferee, such Permitted Transferee shall not be admitted as a Member without (i) the prior written consent of a Majority In Interest of the Members (other than the Member whose Permitted Transferee is under consideration for admission) which written consent may be withheld by such Majority In Interest of the Members at his (or their) sole and absolute discretion, and (ii) satisfaction of the conditions set forth in Section 3.02(c) hereof.

(c) A Transferee shall only be admitted to the Company as a Member upon satisfaction of the following conditions, as applicable:

(i) the Transferee shall be admitted as a substitute Member upon the requisite written consent pursuant to Section 3.02(a) or Section 3.02(b) hereof, with the Capital Account, Sharing Ratio and other rights, duties and obligations (or the applicable portion thereof) of the Disposing Member;

(ii) the Manager shall cause this Operating Agreement to be amended to reflect such Disposition and admission of a substitute Member, if applicable;

(iii) the Transferee shall in writing assume and agree to perform all of its duties and obligations as a Member under this Operating Agreement;

(iv) the Disposing Member shall pay, or agree to reimburse the Company for, all costs incurred by the Company in connection with the Disposition;

(v) the Disposing Member shall agree fully to indemnify on an after-tax basis the other Members against any adverse tax consequences to them which might result from any termination of the Company for tax purposes on account of such transfer; and

(vi) the Company shall have received from counsel reasonably satisfactory to the Members an opinion that the Disposition was made in accordance with all applicable laws and regulations (including securities laws), and that the Disposition, when added to the total of all other Dispositions within the preceding 12 months, would not result in the Company's being considered to have terminated within the meaning of Section 708 of the Code.

(d) If a Member disposes of his Membership Interest (or a portion thereof), to a Transferee in accordance with Section 3.02(a) or Section 3.02(b) hereof, and such Transferee is not admitted to the Company as a Member in accordance with Section 3.02(c) hereof, then for purposes of this Operating Agreement, such Transferee shall be treated as having acquired the Economic Interest, Sharing Ratio and Capital Account (or a corresponding portion thereof) of such Member; however, such Transferee shall not be treated as having been transferred the Voting Power (or corresponding portion thereof) of such Member.

**3.03 Additional Members.** Membership Interests may be issued to additional Persons and such Persons may become Members only upon the prior consent of a Supermajority In Interest of the Members which consent may be withheld in his (or their) sole and absolute discretion, and on such terms and conditions as may be specified in such written consent. The terms and conditions of any such additional Membership Interests may include, without limitation, provisions regarding the removal of such new Member upon, for example, the termination of such new Member's employment with the Company, the material breach by such new Member of a provision of this Operating Agreement or such other reason as the Manager shall deem appropriate, and the payment by the Company to such removed Member in redemption of its Membership Interests. Any admission of a new Member under this Section 3.03 shall be effective only after the new Member has executed and delivered to the Company its agreement to be bound by this Operating Agreement.

**3.04 Interests in a Member.** A Member that is not a natural person may not cause or permit an interest, direct or indirect, in itself to be Disposed of such that, after the Disposition, (a) the Company would be considered to have terminated within the meaning of section 708 of the Code or (b) without the written consent of the Majority in Interest of the Members, which consent may be withheld in his (or their) sole and absolute discretion, that Member shall cease to be controlled by substantially the same Persons who control it as of the date of its admission to the Company. Transfer of control to a Permitted Transferee shall not require the aforementioned

consent. On any breach of the provisions of clause (b) of the immediately preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, at a price consisting of the Agreed Value, the breaching Member's Membership Interest.

**3.05 Information.** (a) In addition to the other rights specifically set forth in this Operating Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to Section 1102(b) of the Act under the circumstances and subject to the conditions therein stated. Subject to the immediately preceding sentence, the Members agree that the Manager from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members or assignees or representatives thereof to examine or copy that information. Notwithstanding anything herein to the contrary, such information shall be made available to any Member having a Supermajority In Interest.

(b) The Members acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or Persons with which it does business. Each Member shall hold in strict confidence any information it receives regarding the Company and may not disclose it to any Person other than another Member, except for disclosures (i) compelled by law (but the Member must notify all of the other Members promptly of any request for that information, before disclosing it if practicable), (ii) to advisers or representatives of the Member or Persons to which that Member's Membership Interest may be Disposed as permitted by this Operating Agreement, but only if the recipients have agreed to be bound by the provisions of this Section 3.05(b), or (iii) of information which the Member also has received from a source independent of the Company if the Member reasonably believes that such source obtained that information without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section 3.05(b) may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of this Section 3.05(b) may be enforced by specific performance.

**3.06 Liability to Third Parties.** Except as otherwise expressly agreed in writing, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

**3.07 Withdrawal of Capital Contributions.** No Member or Transferee shall have the right or power to withdraw any part of his Capital Contribution or Capital Account from the Company without the consent of a Supermajority In Interest.

**ARTICLE IV  
CAPITAL CONTRIBUTIONS**

**4.01 Initial Contributions.** Contemporaneously with the execution by such Member of this Operating Agreement (except as otherwise provided), each Member shall make Capital Contributions as follows:

(a)	\$75,000.00
(b)	\$140,000.00
(c)	\$100,000.00
(d)	\$100,000.00
(e)	\$50,000.00
(f)	\$36,000.00
(g)	\$161,000.00
(h)	\$70,000.00
(i)	\$70,000.00
(j)	\$70,000.00
(k)	\$50,000.00
(l)	\$50,000.00
(m)	\$302,000.00
(n)	\$126,000.00

**4.02 Additional Capital Contributions; No Subsequent Contributions Required.** The Members shall have the option (but not the obligation) from time to time to make additional cash contributions to the capital of the Company at such times and in such amounts as the Manager determines in his (or their) sole and absolute discretion to be necessary or desirable in furtherance of the Company's purposes.

**4.03 Return of Contributions.** A Member is not entitled to the return of any part of his Capital Contributions or to be paid interest in respect of either his Capital Account or his Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

**4.04 Advances by Members.** Except as otherwise provided in the Articles or this Operating Agreement, if the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the written consent of the Majority In Interest of the Members may advance all or part of the needed funds to or on behalf of the Company (a "Member Advance"). A Member Advance shall be an obligation of the Company, and shall bear interest at a rate agreed upon by the Member making such advance and the Manager.

**4.05 Capital Accounts.** The Company shall maintain for each Member a separate Capital Account in accordance with the rules of the Treasury Regulations promulgated from time to time under Section 704(b) of the Code. For purposes of computing the amount of each item of income, gain, deduction, or loss to be reflected in the Capital Accounts of the Members, the determination, recognition, and classification of such items shall be the same as the determination, recognition, and classification for federal income tax purposes, unless otherwise required by such Treasury Regulations. Upon a qualified Disposition of a Membership Interest or an Economic Interest in the Company (or a portion thereof), the Capital Account of the transferor Member (or the applicable portion thereof) shall become the Capital Account of the Transferee.

## **ARTICLE V ALLOCATIONS AND DISTRIBUTIONS**

### **5.01 Distributions.**

(a) **Net Cash Flow.** Distributions of the Company's Net Cash Flow for any Fiscal Year shall be made at least annually, at such other times as the Manager designates, and in no event later than the date of filing of the federal income tax return for such Fiscal Year (in which case the Company's accountants shall designate in writing the amount of any such distributions that are attributable to such Fiscal Year). Any such distribution shall be made in the following order:

(i) First, solely to the Preferred Members ratably until they have been distributed an amount of Net Cash Flow and/or Capital Proceeds equal to their respective Cumulative Preferred Return Amount;

(ii) Second, any remaining Net Cash Flow shall be distributed to the Members in proportion to their respective Sharing Ratios as of the date of such distribution, except that from and after the date the Adjusted Capital Contribution of the Preferred Member or Members is reduced to zero, all Net Cash Flow shall be distributed to the Members in proportion to their respective Capital Sharing Ratios as of the date of such distribution.

(b) **Capital Proceeds.** Distributions of the Company's Capital Proceeds for any Fiscal Year, if any, shall be made at least annually, at such other times as the Manager designates, and in no event later than the date of filing of the federal income tax return for such Fiscal Year (in which case the Company's accountants shall designate in writing the amount of any such distributions that are attributable to such Fiscal Year). Any such distribution shall be made in the following order:

(i) First, solely to the Preferred Members until they have been distributed an amount of Net Cash Flow and/or Capital Proceeds equal to their respective Cumulative Preferred Return Amount;

(ii) Second, any remaining Capital Proceeds shall be distributed ratably between the Members until they have been distributed an amount of Capital Proceeds equal to their respective Adjusted Capital Contributions; and

(iii) Remaining Capital Proceeds, if any, shall be distributed ratably in accordance with the Capital Sharing Ratio.

**5.02 Adjustments to Sharing Ratio.** The Sharing Ratio of each of the Members and Transferees shall be appropriately adjusted to take into account additional Capital Contributions made by such Members and Transferee pursuant to Section 4.02 hereof, if any. The Manager, with the consent of a Majority In Interest of the Members, shall amend Exhibit B from time to time to reflect the adjustments, if any, made to the Sharing Ratios of the Members pursuant to this Section 5.02.

**5.03 Adjustments to Voting Power of Members.** (a) In the event the Sharing Ratio of one or more Members is adjusted pursuant to Section 5.02, the Voting Power of the Members subject to such adjustments shall be similarly adjusted.

**5.04 Distribution Upon Liquidation.** (a) On liquidation, the Company assets shall be distributed in payment of the liabilities of the Company and to the Members in the following order:

(i) To the payment of the debts and liabilities of the Company, including any Member Advances, and the expenses of liquidation, including a sales commission to the selling agent, if any.

(ii) To the setting up of any reserves which the Manager deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. At the expiration of such period as the Manager shall deem advisable, the balance thereof, if any, shall be distributed in the manner provided in this Article, and in the order named. Such reserves shall not be unreasonable and shall be in accordance with acceptable accounting and business standards.

(iii) To the Members in accordance with Section 5.01.

(b) A reasonable time, as determined by the Manager, shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members or their representatives to minimize any losses attendant upon liquidation.

(c) Anything in this Agreement to the contrary notwithstanding, no Member shall be personally liable for the return of the Capital Contribution of any other Member, or any portion thereof, or of the monetary value thereof; it is expressly understood that any such return shall be



made solely from Company assets. No Member shall have the right to demand or receive any property other than cash in connection with termination and liquidation of the Company.

**5.05 Allocation of Profits and Losses.** Except as otherwise provided by Section 704 of the Code and the related Treasury Regulations, Profits and Losses shall be allocated among the Members as follows:

(a) Allocation of Profits. Profits for any Fiscal Year shall be allocated as follows:

(i) First, if any Member's Adjusted Capital Contribution at the end of such Fiscal Year shall exceed the credit balance in such Member's Capital Account at the end of such Fiscal Year (as determined prior to the allocation of Profits for such Fiscal Year and by adding to the actual balance in such Capital Account such Member's share of partnership minimum gain of the Company and such Member's share of partner nonrecourse debt minimum gain of the Company), to the Member or Members whose Adjusted Capital Contribution so exceeds such balance (as so determined), in proportion to such excesses (as so determined), until such excesses (as so determined) are reduced to zero;

(ii) then, to the Members, pro rata, until each Member has received an amount equal to the amount distributed or required to be distributed to such Member pursuant to Section 5.0(1)(b)(iii); and

(iii) Thereafter, to the Members in accordance with their respective Sharing Ratios.

(b) Allocation of Losses. Losses for any Fiscal Year shall be allocated as follows:

(i) First, if the Profits allocated to the Members for all prior Fiscal Years exceed the sum of distributions made to them pursuant to Section 5.01(a)(ii) and 5.01(b)(iii) hereof and Losses allocated to them pursuant to this Section 5.05 for all prior Fiscal Years and for the Fiscal Year in question, then to such Members ratably until such excess is reduced to zero;

(ii) then, to the Members in proportion to the respective credit balances in their Capital Accounts (as determined immediately after the allocation described in Section 5.05(i) for such Fiscal Year and by adding to the actual balance in each Member's Capital Account such Member's share of partnership minimum gain of the Company and such Member's share of partner nonrecourse debt minimum gain of the Company), determined as of the last day of such Fiscal Year, until such credit balances (as so determine) are reduced to zero; and

(iii) thereafter, to the Members in accordance with their respective Sharing Ratios.

## **ARTICLE VI MANAGER**

**6.01 Number, Tenure, and Qualifications.** The Company shall have one (1) Manager. The initial Manager shall be Charles Wertman. Upon the occurrence of a Manager Dissolution Event (as defined in Section 11.01(b)), if a Majority In Interest votes to continue the existence of the Company, then the Members shall be required to elect a successor Manager. Any successor Manager shall be elected by the affirmative vote of a Majority In Interest of the Members. The successor Manager (a) must be a Member of the Company and (b) need not be a resident of the State of New York. Anything in this Agreement to the contrary notwithstanding, if a Majority In Interest votes to continue the Company and selects a successor Manager who is not a Member, such successor Manager shall be immediately admitted to the Company and issued a Membership Interest (including a Sharing Ratio and Voting Rights) as the Majority In Interest of the Members shall determine, with such adjustments made to the Sharing Ratios and Voting Rights of the existing Members as determined by such Majority In Interest of the Members, other than the successor Manager.

**6.02 Management by Manager.** (a) Subject to the provisions of Sections 6.02(b) and 6.07, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager. The Manager may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement, including, without limitation, the following:

- (i) subject to Section 6.02(b)(i), sell, lease, exchange, transfer, assign, license, mortgage, pledge, grant a security interest in, or otherwise dispose of or encumber any and all the properties or assets of the Company, or interests therein;
- (ii) entering into, making and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;
- (iii) select and hire a management company and agree on behalf of the Company to pay such management company such fees as he shall in his sole discretion determine. Such fees shall be at the rate of 5% of the gross rental or the industry standard whichever is higher;
- (iv) maintaining the assets of the Company in good order;
- (v) select, remove, or change the authority and responsibility of lawyers, accountants, and other advisers and consultants retained by the Company;

(xii) authorize any act that would make it impossible to carry on the ordinary business of the Company.

(c) The Manager shall devote as much time to the management of the Company in accordance with this Agreement as is necessary to ensure that the purposes of this Agreement are fulfilled as provided for herein, which time may be less than full time.

**6.03 Liability for Certain Acts.** The Manager shall perform his managerial duties in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager, under such circumstances, shall not have any liability by reason of being or having been a Manager of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of fiduciary duty, or a wrongful taking by the Manager.

**6.04 Resignation.** The Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of the Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of the Manager shall not affect his rights as a Member and shall not constitute his withdrawal from the Company. The resignation of the Manager shall constitute a Manager Dissolution Event (as defined in Section 11.01(b)).

**6.05 Removal.** At a meeting called expressly for that purpose, (a) the Manager may be removed at any time, with or without cause, by the affirmative vote of the Supermajority in Interest of the Members and (b) the Manager may be removed at any time, with cause, by the Majority In Interest of the Members. For purposes of this Section, cause shall mean the permanent Incapacity of the Manager or a material breach by the Manager of any of his duties or obligations, whether as a Manager or a Member, pursuant to this Operating Agreement. The removal of the Manager shall not affect his rights as a Member and shall not constitute his withdrawal from the Company. The removal of the Manager shall constitute a Manager Dissolution Event (as defined in Section 11.01(b)).

**6.06 Delegation of Authority and Duties.** The Manager may, from time to time and in his sole discretion, appoint officers of the Company and delegate to such officers such authority and duties as the Manager may deem advisable. Unless otherwise provided in the Articles or other provision of law, such officers need not be Members of the Company. Any officer to whom a delegation is made pursuant to this section shall serve in the capacity delegated unless and until such delegation is revoked by the Manager. The officers, if appointed, shall exercise such powers and perform such duties as specified in this Operating Agreement and as shall be determined from time to time by the Manager and in any event a decision or veto by the Manager shall supersede any decision made by any of the officers of the Company.

**6.07 Actions by Members.** In managing the business and affairs of the Company and exercising its powers, the Members shall act collectively through meetings and written consents consistent as may be provided or limited in the Articles or other provisions of this Operating Agreement.

## ARTICLE VII MEETINGS OF MEMBERS

**7.01 Meetings.** (a) A quorum shall be present at a meeting of Members if the holders of a Majority In Interest are represented at the meeting in person or by proxy. With respect to any matter, other than a matter for which the affirmative vote of the holders of a specified portion of the Voting Power of all Members entitled to vote is required by the Act, the Articles, or this Operating Agreement, the affirmative vote of a Majority In Interest at a meeting of Members at which a quorum is present shall be the act of the Members.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the State of New York as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meeting by means of conference telephone or similar communications equipment pursuant to Section 7.05.

(c) Notwithstanding the other provisions of the Articles or this Operating Agreement, the chairman of a meeting of the Members at which a quorum is present shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If such meeting is adjourned by the Members, such time and place shall be determined by a vote of the holders of a Majority In Interest. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting of the Members, for the transaction of all business as may properly come before the meeting, may be held at such place, within or without the State of New York, on such date and at such time as the Manager Member shall fix and set forth in the notice of the meeting.

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the holders of at least twenty five percent (25%) of the Voting Power of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Operating Agreement may be conducted at a special meeting of the Members.

(f) Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Member or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as set forth on Exhibit A, with postage thereon prepaid.

(g) The date on which notice of a meeting of Members is mailed or the date on which a resolution declaring a distribution is adopted by the Members, as the case may be, shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting, including any adjournment thereof, or the Members and Transferees entitled to receive such distribution.

(h) Anything in this Article VII to the contrary notwithstanding, a special meeting of the Members shall be held within ninety (90) days of the occurrence of a Manager Dissolution Event (as defined in Section 11.01(b) hereof) for the purpose of (i) voting on whether to consent to the continuation of the Company and (ii) in the event of an affirmative vote on the continuation of the Company, electing a successor Manager in accordance with Section 6.01 hereof.

**7.02 Voting List.** The Member or other Person having charge of the records reflecting the Membership Interest of each Member shall make, at least ten days before each meeting of Members, a complete list of the Members (and their proxies, if any) entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Voting Power held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima-facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at the meeting.

**7.03 Proxies.** A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Company, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the chairman of the meeting, who shall decide all questions touching upon the qualifications of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the

meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Voting Power that is the subject of such proxy is to be voted with respect to such issue.

**7.04 Conduct of Meetings.** All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Member (or representative thereof) designated by a Majority In Interest. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

**7.05 Action by Written Consent or Telephone Conference.** Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of not less than the minimum Voting Power that would be necessary to take such action at a meeting at which the holders of all Voting Power entitled to vote on the action were present and voted. Every written consent shall bear the date of signature of each Member who signs the consent. A telegram, telex, cablegram or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

(a) The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or the Member having custody of the records in which proceedings of meetings of Members are recorded. Delivery shall be by hand or by certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Member having custody of the records in which proceedings of the meetings of Members are recorded.

(b) If any action by Members is taken by written consent, any articles or documents filed with the Secretary of State of New York as a result of the taking of the action shall state, in lieu of any statement required by the Act concerning any vote of Members, that written consent has

een given in accordance with the provisions of the Act and that any written notice required by  
ie Act has been given.

(c) Members may participate in and hold a meeting by means of conference telephone or  
milar communications equipment by means of which all Persons participating in the meeting  
an hear each other, and participation in such meeting shall constitute attendance and presence in  
erson at such meeting, except where a Person participates in the meeting for the express purpose  
f objecting to the transaction of any business on the ground that the meeting is not lawfully  
alled or convened.

## ARTICLE VIII INDEMNIFICATION

8.01 Indemnification. To the fullest extent permitted by law, each Member shall  
ndemnify the Company and each other Member and hold them harmless from and against all  
osses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and  
ttorney's fees) they may incur on account of any breach by that Member of this Operating  
greement.

## ARTICLE IX TAXES

9.01 Tax Returns. The Tax Matters Partner shall cause to be prepared and filed all  
ecessary federal and state income tax returns for the Company, including making the elections  
escribed in Section 9.02. Each Member shall furnish to the Tax Matters Partner all pertinent  
nformation in its possession relating to Company operations that is necessary to enable the  
Company's income tax returns to be prepared and filed.

9.02 Tax Elections. The Company shall make the following elections on the  
ppropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the cash method of accounting and to keep the Company's books and records  
in the income-tax method;
- (c) if a distribution of Company property as described in section 734 of the Code occurs  
or if a transfer of a Membership Interest as described in section 743 of the Code occurs, on  
written request of any Member, to elect, pursuant to section 754 of the Code, to adjust the basis  
of Company properties;



(d) to elect to amortize the organizational expenses of the Company and the startup expenditures of the Company under section 195 of the Code ratably over a period of 60 months as permitted by section 709(b) of the Code; and

(e) any other election the Tax Matters Partner may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Operating Agreement (including, without limitations, Section 2.08) shall be construed to sanction or approve such an election.

**9.03 Tax Matters Partner.** The Company's initial Tax Matters Partner shall be Charles Wertman. Thereafter, a Majority In Interest of the Members shall designate a successor Tax Matters Partner. The Tax Matters Partner shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of section 6223 of the Code. The Tax Matters Partner shall inform each other Member of all significant matters that may come to its attention in its capacity as "tax matters partner" (as defined in section 6231 of the Code) by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. The Tax Matters Partner may not take any action contemplated by sections 6222 through 6232 of the Code without the consent of a Majority In Interest, but this sentence does not authorize such Member (or any other Member) to take any action left to the determination of an individual Member under sections 6222 through 6232 of the Code.

## ARTICLE X BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

**10.01 Maintenance of Books.** The Company shall keep books and records of accounts, shall keep minutes of the proceedings of its Members, and shall keep such other books and records as provided by the Act and as the Company may deem necessary or advisable.

**10.02 Reports.** On or before the 90th day following the end of each fiscal year during the term of the Company, the Tax Matters Partner shall cause each Member to be furnished with the following:

(a) an unaudited balance sheet and statement of operations, Members' equity and changes in financial position, all of which shall be prepared in accordance with accounting principles generally employed for the cash-basis records consistently applied (except as therein noted); and



(b) (i) U.S. federal income tax Form K-1 and any similar forms required by any state or local taxing authority and (ii) any other information concerning the Company reasonably necessary for the preparation of the Members' federal and state income tax returns.

Upon showing good cause (which shall be determined without regard to the foreseeability of such cause), the Tax Matters Partner shall be entitled to a reasonable extension of the 90-day period applicable to the items described in Section 10.02(b). The Tax Matters Partner also may cause to be prepared or delivered such other reports as he or she may deem appropriate. The Company shall bear the costs of all these reports.

**10.03 Accounts.** The Manager or such officer of the Company to which the Manager delegates shall establish and maintain one or more separate bank and investment accounts and arrangements for Company funds in the Company name with financial institutions and firms that the Manager or such officer of the Company determines, subject to the prior consent of a Majority In Interest of the Members. No Member may commingle the Company's funds with the funds of any Member; however, Company funds may be invested in a manner the same as or similar to the Members' investment of their own funds or investments by their Affiliates.

## ARTICLE XI DISSOLUTION, LIQUIDATION, AND TERMINATION

**11.01 Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of a Supermajority In Interest of the Members;
- (b) the death, retirement, resignation, expulsion, bankruptcy or incapacity of the Manager (a "Manager Dissolution Event"), provided, however, that if an event described in this Section 11.01(b) shall occur, the Company shall not be dissolved, and the business of the Company shall be continued, if a Majority In Interest of the Members so consent in writing within ninety (90) Business Days after the date of the occurrence of such Manager Dissolution Event and in connection therewith elects a successor Manager in accordance with Section 7.01(h) hereof;
- (c) entry of a decree of judicial dissolution of the Company under section 702 of the Act;  
or
- (d) the expiration of the term of the Company as stated in the Articles, if any.

**11.02 Dissolution Process.** Dissolution of the Company shall commence as of the day on which the event occurs giving rise thereto. Notwithstanding the dissolution of the Company and prior to the termination thereof, the business of the Company and the affairs of the Members, as such, shall continue to be governed by this Operating Agreement. Upon the commencement of the dissolution of the Company, an independent certified public accounting firm shall be

designated by a Majority In Interest of the Members to audit the Company's financial statements and prepare and deliver to each Member, within sixty (60) days after its appointment, a report containing a balance sheet as of the effective date of such dissolution and statements of income, capital account and changes in financial position for the portion of the fiscal year prior to, through and including the effective date of such dissolution. Pending the preparation and delivery of such report, the assets of the Company shall be applied and distributed as contemplated by Section 11.03 hereof.

**11.03 Distributions upon Dissolution.** A reasonable time shall be allowed for the orderly liquidation of the assets of the Company, the settlement of its accounts and the discharge of its liabilities to creditors, so as to minimize the losses attendant upon liquidation. The then remaining assets of the Company shall be applied in the following order of priority:

(a) to the payment of creditors, other than the Members, in the order of priority provided by law;

(b) to the payment of any indebtedness of the Company to Members for money borrowed, including without limitation any loans by Members to the Company pursuant to Section 4.04 hereof;

(c) to the setting up of any contingency reserves which the Majority In Interest of the Members (or any liquidator appointed thereby) deems reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company, such reserves to be paid over to such bank or other person as shall be appointed by the Majority In Interest of the Members (or the appointed liquidator) and held for the purpose of disbursing such reserves in payment of any such contingencies until, at the expiration of such period as the Majority In Interest of the Members (or the appointed liquidator) shall deem advisable, the bank or such other person shall distribute the balance thereafter remaining in the priority and manner provided in this Section 11.03; and

(d) to the Members and Transferees in accordance with their positive Capital Account balances at that time.

The distribution of cash and/or property to a Member or Transferee in accordance with the provisions of this Section 11.03 shall constitute a complete distribution to the Member or Transferee of its interest in all the Company's property and a compromise to which all Members or Transferee have consented within the meaning of the Act.

**11.04 Deficit Capital Accounts.** Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, upon dissolution of the Company no Capital Account deficit shall be an asset of the Company and such Members or Transferees shall not be obligated to contribute such amount to the Company to bring the balance of such Member's or Transferee's Capital Account to zero.

**11.05 Articles of Dissolution.** On completion of the distribution of Company assets as provided herein, the Company is terminated, and such Person or Persons as the Act may require or permit shall file Articles of Dissolution with the Secretary of State of New York, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the Company.

## **ARTICLE XII DISPUTE RESOLUTION**

### **12.01 Arbitration.**

(a) Any controversy, dispute or claim arising out of or relating to this Operating Agreement, or the breach thereof, shall be resolved by arbitration before a panel of three (3) arbitrators under the auspices of the American Arbitration Association and in accordance with its then outstanding Commercial Rules. A ruling of the arbitrators shall be final and binding and may be entered as a judgment in any court of competent jurisdiction and shall be based upon the substantive law of the State of New York. The prevailing party shall be entitled to costs of the arbitration and reasonable attorney's fees as well as travel and lodging expenses. Any arbitration pursuant to this provision shall be held in the State of New York, unless otherwise agreed by the parties, applying the substantive laws of the State of New York, without giving effect to its conflicts of laws principles.

(b) Notwithstanding subsection 12.01(a), the Company or the Members shall retain the right to seek from a court of competent jurisdiction, upon seventy-two (72) hours notice given prior to seeking such relief, preliminary or permanent injunctive relief, specific performance or any other equitable remedy with respect to any aspect of this Operating Agreement.

## **ARTICLE XIII GENERAL PROVISIONS**

**13.01 Offset.** Whenever the Company is to pay any sum to any Member or Transferee, any amounts that Member or Transferee owes the Company may be deducted from that sum before payment.

**13.02 Notices.** Except as expressly set forth to the contrary in this Operating Agreement, all notices, requests, or consents provided for or permitted to be given under this Operating Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Operating Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member and Transferees must be sent to or made at the addresses given for that Member and Transferees on Exhibit A or in the instrument described in Section 3.02(d), or such other address

as that Member and Transferees may specify by notice to the other Members and Transferees. Whenever any notice is required to be given by law, the Articles or this Operating Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**13.03 Entire Agreement; Supersession.** This Operating Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

**13.04 Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

**13.05 Amendment or Modification.** This Operating Agreement may be amended or modified from time to time only as provided in the Articles and Section 6.02(b)(x).

**13.06 Binding Effect.** Subject to the restrictions on Dispositions set forth in this Operating Agreement, this Operating Agreement is binding on and inures to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

**13.07 Governing Law; Severability.** THIS OPERATING AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS OPERATING AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Operating Agreement and (a) any provision of the Articles, or (b) any mandatory provision of the Act the applicable provision of the Articles or the Act shall control. If any provision of this Operating Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

**13.08 Further Assurances.** In connection with this Operating Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and those transactions.

**13.09 Waiver of Certain Rights.** Each Member irrevocably waives any right it may have to maintain any action for partition of the property of the Company.

**13.10 Notice to Members of Provisions of this Agreement.** By executing this Operating Agreement, each Member acknowledges that it has actual notice of (a) all of the provisions of this Operating Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in Article III, and (b) all of the provisions of the Articles. Each Member hereby agrees that this Operating Agreement constitutes adequate notice of all such provisions, including, without limitation, any notice requirement under the Act and each Member hereby waives any requirement that any further notice thereunder be given.

**13.11 Counterparts.** This Operating Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

The undersigned, being all the initial Members of the Company, hereby certify that this Operating Agreement was unanimously adopted by the Members.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of  
the date first set forth above.

MEMBERS:

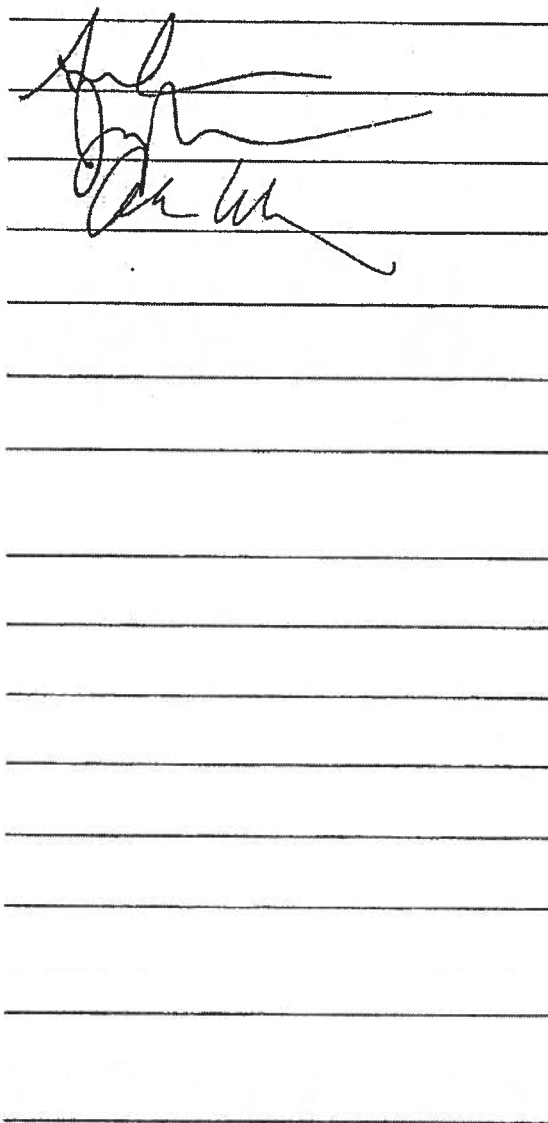
The image shows a series of horizontal lines, likely for signatures. The top two lines contain handwritten signatures in black ink. The first signature is a cursive 'A' followed by a horizontal stroke. The second signature is more complex, with a large loop and a horizontal stroke. Below these, there are several more lines, some of which contain faint, illegible markings, but no other clear signatures.

EXHIBIT A

Names and Addresses of Members

I. Preferred Members:

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(I) Non-Preferred Members:

MEMBERS:

*[Handwritten signatures on lined paper]*





Names and Addresses of Members

I. Preferred Members:

(1) Non-Preferred Members:

11-13321-122

EXHIBIT C

Signatures of Members

Preferred Members:

(a) \_\_\_\_\_  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_  
(d) \_\_\_\_\_  
(e) \_\_\_\_\_  
(f) \_\_\_\_\_  
(g) \_\_\_\_\_  
(h) \_\_\_\_\_  
(i) \_\_\_\_\_  
(j) \_\_\_\_\_  
(k) \_\_\_\_\_  
(l) \_\_\_\_\_  
(m) \_\_\_\_\_  
(n) \_\_\_\_\_

(1) Non-Preferred Members:

\_\_\_\_\_

EXHIBIT C

Signatures of Members

Preferred Members:

Frank Marcano

(1) Non-Preferred Members:

Preferred Members:

Signatures of Members

EXHIBIT C

*Sharda Shrestha*

*As*

*SPR*

*at least*

*the*

(1) Non-Preferred Members:

## EXHIBIT C

### Signatures of Members

Preferred Members:

Star

(1) Non-Preferrred Members:

Sharing Ratios and Voting Power of

<u>Name</u>	<u>Sharing Ratio</u>	<u>Voting Power</u>
(a)	4.29%	4.29%
(b)	8.00%	8.00%
(c)	5.71%	5.71%
(d)	5.71%	5.71%
(e)	2.86%	2.86%
(f)	2.06%	2.06%
(g)	9.20%	9.20%
(h)	4.00%	4.00%
(i)	4.00%	4.00%
(j)	4.00%	4.00%
(k)	2.86%	2.86%
(l)	2.86%	2.86%
(m)	17.26%	17.26%
(n)	7.20%	7.20%
(o)	20.00%	20.00%

Capital Sharing Ratios

<u>Name</u>	<u>Capital Sharing Ratio</u>
	4.29%
(a)	8.00%
(b)	5.71%
(c)	5.71%
(d)	2.86%
(e)	2.00%
(f)	9.20%
(g)	4.00%
(h)	4.00%
(i)	4.00%
(j)	2.86%
(k)	2.86%
(l)	17.26%
(m)	7.20%
(n)	20.00%
(n)	



## EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

WHEREAS, PRIME RESIDENTIAL BRONX R&R II, L.L.C. ("Assignor") is the owner of one hundred percent (100%) of the membership interests in and to 243rd Street Bronx R&R LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, by that certain LLC Interest Purchase Agreement between Assignor and Charles Wertman ("Wertman") dated as of April 19, 2004 (the "Purchase Agreement"), Assignor has agreed to assign to Wertman, a forty-nine and 00/100 percent (49.00%) membership interest in the Company (the "Assigned Interest") and Wertman has agreed to assume the Assigned Interest; and

WHEREAS, pursuant to Section 22.02 of the Purchase Agreement, Wertman has designated AV 243 LLC ("Assignee") as the party to which the Assigned Interest is to be transferred; and

WHEREAS, Assignee desires to acquire the Assigned Interest;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor does hereby grant, bargain, sell, convey and assign to the Assignee all right, title and interest, legal or equitable, of the Assignor in and to the Assigned Interest TO HAVE AND TO HOLD said Assigned Interest, with all the appurtenances thereto, unto the Assignee, its successors and assigns, and for its and their own use forever, free and clear of all liens, charges, encumbrances, easements, defects, security interests, claims, options, restrictions or adverse claims of any nature whatsoever.

2. Each of the Assignor and the Assignee hereby covenants that it will, whenever and as often as required so to do by the other, execute, acknowledge and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the other may reasonably require in order to complete, insure and perfect the transfer, conveyance and assignment to the Assignee of all the right, title and interest of the Assignor in and to the Assigned Interest hereby granted, bargained, sold, conveyed or assigned.

3. The assignment made herein is without representation, warranty or covenant of any kind or nature, except to the extent any of the same are expressly made in the Purchase Agreement and are expressly stated in the Purchase Agreement to survive the Closing.

4. Pursuant to Section 11.13 of the Purchase Agreement, Assignor hereby indemnifies and holds harmless Assignee from and against, and to reimburse Assignee for, any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorney's fees and court costs) asserted against or incurred by Assignee by reason of or arising out of (a) the Seller Entities' failure to perform its obligations as lessor under any Lease before the date of the Closing, (b) Assignor's failure to pay any New York State or New York City transfer tax due upon the consummation of the transactions contemplated in the

crwise  
regrat  
000142243v1

including but not limited to any and all obligations set forth under a  
Statement of Understanding dated Sept 21, 2004 signed by

Assignor and Assignee in favor of New York Community Bank, with each party  
taking responsibilities in accordance with the passing of title

Items docketed as to the closing  
Prime Residential Bronx REIT LLC subsequent

Purchase Agreement, or (c) the untruth of any material representation by Assignor that survives Closing under the express terms of the Purchase Agreement.

5. Pursuant to Section 12.02 of the Purchase Agreement, Wertman and Assignee hereby confirm their agreements pursuant to Section 4.03 of the Purchase Agreement.
6. Pursuant to Section 12.03 of the Purchase Agreement, Wertman and Assignee hereby indemnify and agree to defend Assignor against any loss or liability (including, without limitation, reasonable attorney's fees and disbursements) which arises out of the Company's failure to perform its obligations as lessor under any Lease first arising after the date of the Closing.
7. Pursuant to Section 12.04 of the Purchase Agreement, Wertman hereby indemnifies and agrees to defend each of Assignor, Arthur Green, Richard Aidekman and Howard Schwade (each, an "Indemnatee") against any loss or liability (including, without limitation, reasonable attorney's fees and disbursements) which arises out of any guaranty or indemnity given by such Indemnatee to Existing Mortgagee and relates to the Company's failure after Closing to fulfill its obligations to Existing Mortgagee and its successors and assigns.
8. Each of the Assignor and the Assignee hereby covenants and agrees, to and for the benefit of the other, that it shall, from and after the effective date hereof, be bound by all of the terms of the operating agreement of the Company, as the same may be amended and/or restated by the then-members of the Company.
9. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all the terms, covenants, conditions and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
10. This Assignment and Assumption of Membership Interest shall be governed by and construed in accordance with the internal substantive laws, and not the choice of law rules, of the State of Delaware.
11. This Assignment and Assumption of Membership Interest shall become effective as of September 21, 2004.
12. This Assignment and Assumption of Membership Interest may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
13. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and  
Assumption of Membership Interest to be executed as of this 25<sup>th</sup> day of September 2004.

PRIME RESIDENTIAL BRONX R&R II,  
L.L.C., as Assignor

By: Prime Residential R&R Holdings, LLC, its  
sole member

By: Multi-Dwelling Properties IV, LLC, its sole  
member

By: 

Name:

Title:

AV 243 LLC, as Assignee

By: 

Name:

Title:

  
Charles Wertman

## EXHIBIT D



ASSIGNMENT AND ASSUMPTION  
OF  
MEMBERSHIP INTEREST  
IN  
243<sup>RD</sup> STREET BRONX R&R LLC

Reference is made to that certain limited liability company known as 243<sup>rd</sup> Street Bronx R&R LLC having an office c/o Lev Management, 26 Broadway, New York, New York 10004.

Prime Residential Bronx R&R II, L.L.C., a Delaware limited liability company (the "Assignor"), the holder of a fifty one (51%) percent membership interest in the Company hereby assigns to AV 243 LLC, a New York limited liability Company having an office c/o Lev Management, 26 Broadway, New York, New York 10004 (the "Assignee") all of Assignor's membership interest in the company. Assignee hereby accepts such membership interest and hereby assumes all obligations as member with regard to the membership interest so transferred from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption as of the 8 day of May, 2007.

ASSIGNOR:

PRIME RESIDENTIAL BRONX R&R II, L.L.C.

By: 

ASSIGNEE:

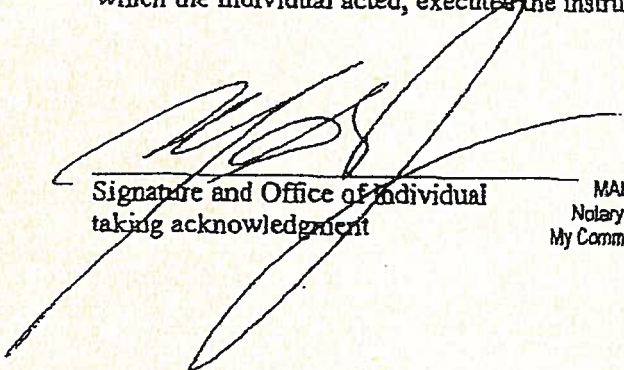
AV 243 LLC

By: 



STATE OF ~~NEW YORK~~ *Connecticut*  
SS:  
COUNTY OF *Fairfield* )

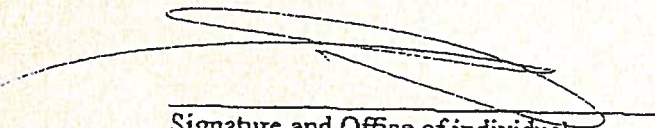
On the 8<sup>th</sup> day of May in the year 2007, before me, the undersigned, personally appeared Arthur C. Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment

MARCOS de JESUS  
Notary Public, Connecticut  
My Commission Expires 10/31/09

STATE OF NEW YORK )  
SS:  
COUNTY OF )

On the 18 day of May in the year 2007, before me, the undersigned, personally appeared Charles Weidman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment

OFFER WAIDE  
NOTARY PUBLIC, State of New York  
No. 02WA6095163  
Qualified in Kings County  
Commission Expires July 7, 2007

## EXHIBIT E



243rd Street Bronx R&R, LLC.

**Outstanding To NYC**

November 12, 2012

**Real Estate Taxes:**

738 East 243rd St 247,718.50

710 East 243rd St (**LIEN SOLD**) 123,396.14

Miscellaneous Violations (E.R.P. Etc.) 2,857.33

**Total Dept. of Finance**

\$ 373,971.97

**Water & Sewer Charges:**

738 East 243rd St 126,081.70

710 East 243rd St 41,648.33

710 East 243rd St 87,925.08

**Total Water & Sewer**

\$ 255,655.11

**Violations:**

738 East 243rd St 74,606.00

710 East 243rd St 30,440.00

\$ 105,046.00

**Total amount Outstanding to NYC:**

734,673.08



# Property Tax Bill

## Quarterly Statement

Activity through August 17, 2012

**Owner name:** 243RD STREET BRONX R.  
**Property address:** 738 E. 243RD ST.  
**Borough, block & lot:** BRONX (2), 05115, 0047

**Mailing address:**  
243RD STREET BRONX R.  
738 EAST 243 STREET  
BRONX, NY 10470

Outstanding Charges	\$247,718.50
New Charges	\$0.00
<b>Amount Due</b>	<b>\$247,718.50</b>

*Please pay by October 1, 2012*

Did you know...  
you can pay your property taxes through your bank's website or online bill pay site?  
It's safe, fast, and easy! See reverse side for details.

Pay today the easy way at [nyc.gov/payonline](http://nyc.gov/payonline).  
Visit us at [nyc.gov/finance](http://nyc.gov/finance) or call 311 for more information.

001400.01  
84957



Please include this coupon if you pay by mail or in person. 2-05115-0047

**Total amount due by October 1, 2012**  
**If you want to pay everything you owe by October 1, 2012 please pay**

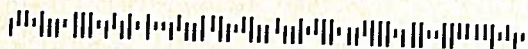
\$247,718.50  
\$320,377.58

\*BWNFFBV  
\*8133464120817011\*

243RD STREET BRONX R.  
738 EAST 243 STREET  
BRONX NY 10470

**Amount enclosed:**

**Mail payment to:**  
NYC Department of Finance  
P.O. Box 680  
Newark, NJ 07101-0680



8133464120817 01 2051150047 0000024771850 0000032037758 121001270081001 8





## Statement Details

August 17, 2012  
243rd Street Bronx R.  
738 E. 243rd St.  
2-05115-0047  
Page 2

Billing Summary		Date	Amount
Outstanding charges including interest and payments			
Total amount due			\$247,718.50
			<b>\$247,718.50</b>

Charges You Can Pre-pay	Activity Date	Date	Amount
Finance-Property Tax		01/01/2013	\$72,659.08
Total charges you can pre-pay			<b>\$72,659.08</b>
If you want to pay everything you owe by October 1, 2012 please pay			<b>\$320,377.58</b>

## Annual Property Tax Detail

Tax class 2 - Residential, More Than 10 Units		Tax rate	
Current tax rate		13.4330%	
Estimated market value	\$2,404,000	Billable assessed value	
Tax before exemptions and abatements		\$1,081,800 X	13.4330% = Taxes
Tax before abatements			\$145,318
Annual property tax			<b>\$145,318</b>

## Home banking payment instructions:

1. **Log** into your bank or online bill pay website
2. **Add** the new payee: NYC DOF Property Tax. Enter your account number, which is your boro, block and lot, as it appears here: 2-05115-0047. You may also need to enter the address for the Department of Finance. The address is P.O. Box 680, Newark, NJ 07101-0680.
3. **Schedule** your online payment using your checking or savings account

## Did your mailing address change?

If so, please visit us at [nyc.gov/changemailingaddress](http://nyc.gov/changemailingaddress) or call 311.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.







# Property Tax Bill

## Quarterly Statement

Activity through August 17, 2012

**Owner name:** 243RD STREET BRONX R.  
**Property address:** 710 E. 243RD ST.  
**Borough, block & lot:** BRONX (2), 05115, 0028

**Mailing address:**  
243RD STREET BRONX R.  
710 E. 243RD ST.  
BRONX, NY 10470-1230

Outstanding Charges	\$0.00
New Charges	\$0.00
<b>Amount Due</b>	<b>\$0.00</b>

Did you know...  
you can pay your property taxes through your bank's website or online bill pay site?  
It's safe, fast, and easy! See reverse side for details.  
\*\*\*The Department of Environmental Protection records indicate that you have not paid your water bill\*\*\*  
\*\*\*Please call (718) 595-7890 immediately to pay or set-up a payment arrangement.\*\*\*

Pay today the easy way at [nyc.gov/payonline](http://nyc.gov/payonline).  
Visit us at [nyc.gov/finance](http://nyc.gov/finance) or call 311 for more information.

001400.01  
84950



Please include this coupon if you pay by mail or in person. 2-05115-0028

**Total amount due by October 1, 2012**  
**If you want to pay everything you owe by October 1, 2012 please pay**

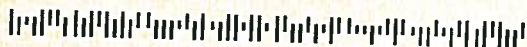
\$0.00  
\$45,846.40

#BWNFFBV  
#8133457120817015#

243RD STREET BRONX R.  
710 E. 243RD ST.  
BRONX NY 10470-1230

Amount enclosed:

**Mail payment to:**  
NYC Department of Finance  
P.O. Box 680  
Newark, NJ 07101-0680



8133457120817 01 2051150028 00000000000000 0000004584640 121001270081001 5





Statement Details

August 17, 2012  
243rd Street Bronx R.  
710 E. 243rd St.  
2-05115-0028  
Page 2

Billing Summary	Date	Amount
Outstanding charges including interest and payments		
<b>Total amount due</b>		<b>\$0.00</b>
		<b>\$0.00</b>

Charges You Can Pre-pay	Activity Date	Date	Amount
Finance-Property Tax		01/01/2013	\$45,846.40
<b>Total charges you can pre-pay</b>			<b>\$45,846.40</b>
<b>If you want to pay everything you owe by October 1, 2012 please pay</b>			<b>\$45,846.40</b>

#### Annual Property Tax Detail

Tax class 2 - Residential, More Than 10 Units	<b>Tax rate</b>			
Current tax rate	13.4330%			
<b>Estimated market value \$1,541,000</b>	<b>Billable assessed</b>			
	<b>value</b>	<b>tax rate</b>		<b>Taxes</b>
<b>Tax before exemptions and abatements</b>	<b>\$693,450</b>	<b>X 13.4330%</b>	<b>=</b>	<b>\$93,151</b>
<b>Tax before abatements</b>				<b>\$93,151</b>
J51 Abatement				<b>\$-1,458</b>
<b>Annual property tax</b>				<b>\$91,693</b>

#### Home banking payment instructions:

1. **Log** into your bank or online bill pay website
2. **Add** the new payee: NYC DOF Property Tax. Enter your account number, which is your boro, block and lot, as it appears here: 2-05115-0028. You may also need to enter the address for the Department of Finance. The address is P.O. Box 680, Newark, NJ 07101-0680.
3. **Schedule** your online payment using your checking or savings account

#### Did your mailing address change?

If so, please visit us at [nyc.gov/changemailingaddress](http://nyc.gov/changemailingaddress) or call 311.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.





## Property Tax | View Items















### Profile

**Name(s):** 243RD STREET BRONX R **Mailing Address:** 738 EAST 243 STREET  
BRONX, NY 10470  
**Planned Payment Date:** 11/09/2012 **BBL:** 2-05115-0047/0

To display additional details for the item, click  in the Details column. (A new window will open.)

### Charges as of Friday, Nov 9, 2012 11:46 AM

☐ Check this box to select or deselect all items

Select	Account Type / BBL	Account ID	Period Begin	Details	Amount Due	Amount to Pay
1 <input checked="" type="checkbox"/>	Health-Inspection 2-05115-0047/0		03/06/2009		163.72 \$	163.72
2 <input checked="" type="checkbox"/>	Buildings-Elevator 2-05115-0047/0		04/06/2009		119.02 \$	119.02
3 <input checked="" type="checkbox"/>	Housing-Emergency Repair 2-05115-0047/0	0035849	05/06/2009		70.46 \$	70.46
4 <input checked="" type="checkbox"/>	Housing-Emergency Repair 2-05115-0047/0	0035849	05/19/2009		133.96 \$	133.96
5 <input checked="" type="checkbox"/>	Housing-Emergency Repair 2-05115-0047/0	0035849	05/20/2009		809.67 \$	809.67
6 <input checked="" type="checkbox"/>	Buildings-Elevator 2-05115-0047/0		12/09/2009		103.98 \$	103.98
7 <input checked="" type="checkbox"/>	Health-Inspection 2-05115-0047/0		06/04/2010		138.37 \$	138.37
8 <input checked="" type="checkbox"/>	Housing-Rent Stabilization 2-05115-0047/0	700200	04/01/2009		977.85 \$	977.85
9 <input checked="" type="checkbox"/>	Buildings-Elevator 2-05115-0047/0		11/15/2010		133.63 \$	133.63
10 <input type="checkbox"/>	Finance-Property Tax 2-05115-0047/0		07/01/2011		89,517.36 \$	0.00
11 <input type="checkbox"/>	Finance-Property Tax 2-05115-0047/0		01/01/2012		82,733.63 \$	0.00
12 <input checked="" type="checkbox"/>	Buildings-Elevator 2-05115-0047/0		03/09/2012		106.67 \$	106.67
13 <input type="checkbox"/>	Finance-Property Tax 2-05115-0047/0		07/01/2012		77,506.75 \$	0.00
14 <input checked="" type="checkbox"/>	Buildings-Elevator 2-05115-0047/0		09/25/2012		100.00 \$	100.00



15 ☐ Finance-Property Tax  
2-05115-0047/0

01/01/2013



72,659.08 \$ 0.00

Total Due Amount to Pay

\$325,274.15 \$  
2,857.33

Items and amounts might not reflect recent payments you have made. Check here to check the last payment received. If the information provided here is not accurate, please Contact Us. (A new window will open).

CANCEL

CONTINUE

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## Property Tax | View Items


### Profile

**Name(s):** 243RD STREET BRONX R **Mailing Address:** 710 E 243RD ST  
BRONX, NY 10470-1230  
**Planned Payment Date:** 11/09/2012 **BBL:** 2-05115-0028/0

**This property is in LIEN SOLD status**

To display additional details for the item, click  in the Details column. (A new window will open.)

Charges as of Friday, Nov 9, 2012 11:46 AM

Select	Account Type / BBL	Account ID	Period Begin	Details	Amount Due	Amount to Pay
1 <input type="checkbox"/>	Finance-Property Tax 2-05115-0028/0		01/01/2013		45,846.40 \$	0.00
					<b>Total Due</b>	<b>Amount to Pay</b>
					<del>\$45,846.40</del>	\$ 0.00

Items and amounts might not reflect recent payments you have made. Check here to check the [last payment received](#). If the information provided here is not accurate, please [Contact Us](#). (A new window will open).

CANCEL

CONTINUE

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# Property Tax Bill

## Quarterly Statement

Activity through June 08, 2012

Owner name: 243RD STREET BRONX R.  
Property address: 710 E. 243RD ST.  
Borough, block & lot: BRONX (2), 05115, 0028

Mailing address:  
243RD STREET BRONX R.  
710 E. 243RD ST.  
BRONX, NY 10470-1230

Outstanding Charges	\$123,396.14	- Sold in Lien Sale
New Charges	\$45,846.40	- Not Due until 2013 - January
Amount Due	\$169,242.54	

Please pay by July 2, 2012

Did you know...  
you can pay your property taxes through your bank's website or online bill pay site?  
It's safe, fast, and easy! See reverse side for details.

WARNING: Finance will sell a lien on your property unless you resolve outstanding property tax and/or water sewer charges by July 17, 2012. Please contact Finance's Tax Lien Ombudsperson at (212) 504-4039.

\*\*\*The Department of Environmental Protection records indicate that you have not paid your water bill\*\*\*  
\*\*\*Please call (718) 595-7890 immediately to pay or set-up a payment arrangement.\*\*\*

Pay today the easy way at [nyc.gov/payonline](http://nyc.gov/payonline).

Visit us at [nyc.gov/finance](http://nyc.gov/finance) or call 311 for more information.

001400.01  
87957



Please include this coupon if you pay by mail or in person. 2-05115-0028

Total amount due by July 2, 2012  
If you want to pay everything you owe by July 2, 2012 please pay

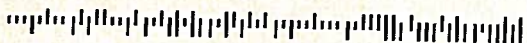
\$169,242.54  
\$214,172.01

#BWNFFBV  
#9084049120608010#

243RD STREET BRONX R.  
710 E. 243RD ST.  
BRONX NY 10470-1230

Amount enclosed:

Mail payment to:  
NYC Department of Finance  
P.O. Box 680  
Newark, NJ 07101-0680



9084049120608 01 2051150028 0000016924254 0000021417201 120702270081001 4



Pg 110 of 206  
Statement DetailsJune 8, 2012  
243rd Street Bronx R.  
710 E. 243rd St.  
2-05115-0028  
Page 2

Billing Summary		Date	Amount
Outstanding charges including interest and payments			
Finance-Property Tax		07/01/2012	\$123,396.14
J51 Abatement	06/08/2012		\$46,575.56
<b>Total amount due</b>			<b>\$-729.16</b>
			<b>\$169,242.54</b>

Charges You Can Pre-pay	Activity Date	Date	Amount
Finance-Property Tax		01/01/2013	\$46,575.56
J51 Abatement	06/08/2012		\$-729.16
<b>Total charges you can pre-pay</b>			<b>\$45,846.40</b>
<b>If you want to pay everything you owe by July 2, 2012 please pay</b>			<b>\$214,172.01</b>
<b>If you pay everything you owe by July 2, 2012, you would save:</b>			<b>\$916.93</b>

## Annual Property Tax Detail

Tax class 2 - Residential, More Than 10 Units		Tax rate	
Current tax rate		13.4330%	
Estimated market value	\$1,541,000	Billable assessed value	
Tax before exemptions and abatements		\$693,450	X 13.4330% = \$93,151
Tax before abatements			
J51 Abatement			\$93,151
<b>Annual property tax</b>			<b>\$-1,458</b>
			<b>\$91,693</b>

You are required to tell us the income and expenses for your property before September 4, 2012.  
Please file the information electronically by visiting [nyc.gov/rpie](http://nyc.gov/rpie).

## Home banking payment instructions:

1. **Log** into your bank or online bill pay website
2. **Add** the new payee: NYC DOF Property Tax. Enter your account number, which is your boro, block and lot, as it appears here: 2-05115-0028. You may also need to enter the address for the Department of Finance. The address is P.O. Box 680, Newark, NJ 07101-0680.
3. **Schedule** your online payment using your checking or savings account

## Did your mailing address change?

If so, please visit us at [nyc.gov/changemailingaddress](http://nyc.gov/changemailingaddress) or call 311.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.





DEP Water Bill | City of New York

Profile

Billing Name and Address:

BRONX R+R II  
4824 WHITE PLAINS RD  
BRONX NY 10470-1102

Account Number: 00002-22839-001

Bill Date: August 7, 2012

Payment Due By: Sep 4, 2012

Amount Due: \$ 41,648.33

Make check payable to: NYC Water Board.

NYC WATER BO  
PO BOX 371488  
PITTSBURGH, P



Reminders:

- 1. Enclose check
- 2. Enclose top p

Water Bills

heck.

Please note: Late  
of the bill.

the balance after the Due Date

Billing Information

Description	Amount
Previous bill - May 8, 2012	\$39,877.50
Interest Charge - Jun 7, 2012	299.08
Interest Charge - Jul 9, 2012	301.32
<b>PRIOR BALANCE</b>	40,477.90
Interest charge on past due amount	303.58

Rate Items

Description

RATE: BASIC WATER AND SEWER - MINIMUM CHARGE



Meter Number K14835176 From 5/3/12 To 7/31/12 Days 89  
Read Type ACTUAL Prior Read 14100 Current Read 14400 Usage 300  
300 Cubic Feet = 3 Hundred Cubic Feet (HCF).

Total Usage 3 HCF

Water charge 39.20  
Sewer charge 62.33

**RATE: BASIC WATER AND SEWER**

Meter Number K15891803 From 4/30/12 To 8/2/12 Days 94  
Read Type ESTIMATED Prior Read 598000 Current Read 607100 Usage 9100  
9100 Cubic Feet = 91 Hundred Cubic Feet (HCF).

Total Usage 91 HCF

Water charge 295.49  
Sewer charge 469.83

This bill reflects payments processed before Aug 7, 2012. Total amount due **\$41,648.33**

Your next bill date is scheduled for Nov 8, 2012.

Your meter(s) will be read during the preceding week. PLEASE PAY THIS AMOUNT **\$41,648.33**

A copy of your bill has been sent to 243RD ST BRONX REALTY

**Service Address:**

4824 WHITE PLAINS RD  
BRONX NY 10470-1102

Please direct correspondence or calls to:

DEP/BCS CUSTOMER SERVICE  
PO BOX 739055  
ELMHURST, NY 11373-9055  
(718) 595-7000

**IMPORTANT MESSAGES**

This billing period:

For meter K14835176

Your daily average usage = 0.03 HCF (22 GALLONS)

Your daily average cost = \$ 1.14

For meter K15891803

Your daily average usage = 0.97 HCF (726 GALLONS)

Your daily average cost = \$ 8.14

SAVE TIME AND PAPER, VISIT NYC.GOV/DEP AND SIGN UP FOR PAPERLESS BILLING TODAY.



TO LEARN MORE ABOUT THE CITY'S WORLD-CLASS WATER SYSTEM, FOLLOW US ON FACEBOOK AT [WWW.FACEBOOK.COM/NYCWATER](http://WWW.FACEBOOK.COM/NYCWATER) OR TWITTER AT [WWW.TWITTER.COM/NYCWATER](http://WWW.TWITTER.COM/NYCWATER).

THIS BILL IS AN ESTIMATE OF THE WATER YOU HAVE USED. AN ESTIMATED BILL BASED ON PREVIOUS CONSUMPTION IS A VALID BILL AND WILL ACCRUE INTEREST IF NOT PAID WHEN DUE. THIS BILL MAY BE HIGHER OR LOWER THAN YOUR ACTUAL CONSUMPTION, AND WHEN YOUR METER IS READ, YOUR CHARGES MAY BE ADJUSTED TO REFLECT THE ACTUAL CONSUMPTION REGISTERED ON THE METER IF IT IS OPERATING CORRECTLY. IF YOU BELIEVE THERE IS A SUBSTANTIAL DIFFERENCE BETWEEN YOUR ESTIMATED AND ACTUAL USAGE, PLEASE CALL 718-595-7000 TO SCHEDULE AN INSPECTION.

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## DEP Water Bill | City of New York

### Profile

#### Billing Name and Address:

AV 243, LLC  
710 E 243 ST  
BRONX, NY 10470-1230

Account Number: 30002-22840-001

Bill Date: October 22, 2012

Payment Due By: Nov 19, 2012

Amount Due: **\$ 87,925.08**

Make check payable to: NYC Water Board.

NYC WATER BOARD  
PO BOX 371488  
PITTSBURGH, PA 15250-7488



#### Reminders:

1. Enclose check with Water Account Numbers written on face of check.
2. Enclose top portion of this bill.

**Please note: Late Payment Charges (LPC) will be added to the balance after the Due Date of the bill.**

#### Billing Information

##### Description

##### Amount

Previous bill - Sep 20, 2012

\$87,270.55

##### PRIOR BALANCE

87,270.55

Interest charge on past due amount

654.53

This bill reflects payments processed before Oct 22, 2012. Total amount due

**\$87,925.08**

PLEASE PAY THIS AMOUNT

**\$87,925.08**

#### Service Address:

708 E 243 ST  
BRONX NY 10470-1264



Please direct correspondence or calls to:

DEP/BCS CUSTOMER SERVICE

PO BOX 739055

ELMHURST, NY 11373-9055

(718) 595-7000

#### IMPORTANT MESSAGES

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## DEP Water Bill | City of New York

### Profile

**Billing Name and Address:**

AV 243 LLC  
% QUALITY I MANAGEMENT  
PO BOX 1550 RADIO CITY STATION  
NEW YORK NY 10101-1550

**Account Number:** 50002-22845-001**Bill Date:** October 22, 2012**Payment Due By:** Nov 19, 2012**Amount Due:** **\$ 126,081.70**

Make check payable to: NYC Water Board.

NYC WATER BOARD  
PO BOX 371488  
PITTSBURGH, PA 15250-7488

**Reminders:**

1. Enclose check with Water Account Numbers written on face of check.
2. Enclose top portion of this bill.

**Please note: Late Payment Charges (LPC) will be added to the balance after the Due Date of the bill.**

### Billing Information

Description	Amount
Previous bill - Sep 20, 2012	\$125,143.13
<b>PRIOR BALANCE</b>	125,143.13
Interest charge on past due amount	938.57

This bill reflects payments processed before Oct 22, 2012. Total amount due	<b>\$126,081.70</b>
PLEASE PAY THIS AMOUNT	<b>\$126,081.70</b>

**Service Address:**

738 740- E 243 ST  
BRONX NY 10470



Please direct correspondence or calls to:

DEP/BCS CUSTOMER SERVICE

PO BOX 739055

ELMHURST, NY 11373-9055

(718) 595-7000

#### IMPORTANT MESSAGES

SAVE TIME AND PAPER, VISIT NYC.GOV/DEP AND SIGN UP FOR PAPERLESS BILLING TODAY.

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## EXHIBIT F



243rd Street Bronx R&R, LLC.  
**Outstanding Principal & Interest**  
November 7, 2012

<u>Date</u>	<u>Contract Interest Rate</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>Principal Balance</u>
10/1/2010	6.520%	52,068.54		9,583,166.57
11/1/2010	6.520%	52,068.54	9,433.04	9,583,166.57
12/1/2010	6.520%	52,068.54	9,484.29	9,583,166.57
1/1/2011	6.520%	52,068.54	9,535.83	9,583,166.57
2/1/2011	6.520%	52,068.54	9,587.64	9,583,166.57
3/1/2011	6.520%	52,068.54	9,639.73	9,583,166.57
4/1/2011	6.520%	52,068.54	9,692.11	9,583,166.57
5/1/2011	6.520%	52,068.54	9,744.77	9,583,166.57
6/1/2011	6.520%	52,068.54	9,797.71	9,583,166.57
7/1/2011	6.520%	52,068.54	9,850.95	9,583,166.57
8/1/2011	6.520%	52,068.54	9,904.47	9,583,166.57
9/1/2011	6.520%	52,068.54	9,958.28	9,583,166.57
10/1/2011	6.520%	52,068.54	10,012.39	9,583,166.57
11/1/2011	6.520%	52,068.54	10,066.79	9,583,166.57
12/1/2011	6.520%	52,068.54	10,121.49	9,583,166.57
1/1/2012	6.520%	52,068.54	10,176.48	9,583,166.57
2/1/2012	6.520%	52,068.54	10,231.77	9,583,166.57
3/1/2012	6.520%	52,068.54	10,287.37	9,583,166.57
4/1/2012	6.520%	52,068.54	10,343.26	9,583,166.57
5/1/2012	6.520%	52,068.54	10,399.46	9,583,166.57
6/1/2012	6.520%	52,068.54	10,455.96	9,583,166.57
7/1/2012	6.520%	52,068.54	10,512.77	9,583,166.57
8/1/2012	6.520%	52,068.54	10,569.89	9,583,166.57
9/1/2012	6.520%	52,068.54	10,627.32	9,583,166.57
10/1/2012	6.520%	52,068.54	10,685.07	9,583,166.57
11/1/2012	6.520%	26,034.27	10,743.12	9,583,166.57
			10,801.49	9,583,166.57

Last payment is per Diem for 15 days

1,327,747.73      262,663.47

**Total Cure**

1,590,411.19

BANK: CITI

**243rd Street Bronx R&R, LLC.**  
**Outstanding Claim Comparison**  
November 12, 2012

	<u>W/O Debtor's Claim</u>	<u>With Debtor's Claim</u>	<u>Lender's Claim</u>
Interest Outstanding:			
Oct 1/10 - Oct 31/12	\$ 1,301,713.46	\$ 1,045,916.67	1,320,805.26
Nov 1/12 - Nov 15/12	26,034.27	20,918.33	26,034.27
<b>Total Interest Outstanding:</b>	<b>1,327,747.73</b>	<b>1,066,835.00</b>	<b>1,346,839.53</b>
Missed Principal Payments:	262,663.47	262,663.47	241,411.04
<b>Total Principal &amp; Interest:</b>	<b>\$ 1,590,411.19</b>	<b>\$ 1,329,498.47</b>	<b>\$ 1,588,250.57</b>
Default Rate Interest:	\$ -	\$ -	\$ 951,661.68
Late Charges:	\$ -	\$ -	\$ 96,436.50
Fees, Penalties, Other:	-	-	35.00
Appraisal and Other Property- Related Expenses:	-	-	15,750.00
Legal Costs:	-	-	158,843.50
Interest Charges on Protective Advances	-	-	1,827.60
<b>Total amount needed to pay Lender to Cure:</b>	<b>1,590,411.19</b>	<b>1,329,498.47</b>	<b>2,812,804.85</b>
Real Estate Taxes:			
738 East 243rd St	247,718.50	247,718.50	371,234.00
710 East 243rd St (LIEN SOLD)	123,396.14	123,396.14	309,909.00
Miscellaneous Violations (E.R.P. Etc.)	2,857.33	2,857.33	-
Violations:			
738 East 243rd St	74,606.00	74,606.00	74,606.00
710 East 243rd St	30,440.00	30,440.00	30,440.00
Cost to repair Non-Monetary Violations:			
738 East 243rd St	-	-	324,250.00
710 East 243rd St	-	-	181,500.00
Other:			
3 Junior Liens	-	-	99,692.00
Projected U.S. Trustee Fees	-	-	10,000.00
Water & Sewer Charges:			
738 East 243rd St	126,081.70	126,081.70	-
710 East 243rd St	41,648.33	41,648.33	-
710 East 243rd St	87,925.08	87,925.08	-
Less: Receiver's Excess in Holding	(500,000.00)	(500,000.00)	
<b>Total amount needed to Reinstate Loan:</b>	<b>1,825,084.27</b>	<b>1,564,171.55</b>	<b>4,214,435.85</b>

## EXHIBIT G

243rd Street Bronx R&R, LLC.

**Outstanding Charges**

November 12, 2012

**Interest Outstanding:**

Oct 1/10 - Oct 31/12

\$ 1,301,713.46

Nov 1/12 - Nov 15/12

26,034.27

**Total Interest Outstanding:**

\$ 1,327,747.73

**Missed Principal Payments:**

262,663.47

**Total Principal & Interest:**

\$ 1,590,411.19

**Real Estate Taxes:**

738 East 243rd St

247,718.50

710 East 243rd St (LIEN SOLD)

123,396.14

Miscellaneous Violations (E.R.P. Etc.)

2,857.33

**Total Dept. of Finance**

\$ 373,971.97

**Water & Sewer Charges:**

738 East 243rd St

126,081.70

710 East 243rd St

41,648.33

710 East 243rd St

87,925.08

**Total Water & Sewer**

\$ 255,655.11

**Violations:**

738 East 243rd St

74,606.00

710 East 243rd St

30,440.00

\$ 105,046.00

**Total GROSS amount needed to cure:**

\$ 2,325,084.27

Less: Receiver's Excess in Holding

(500,000.00)

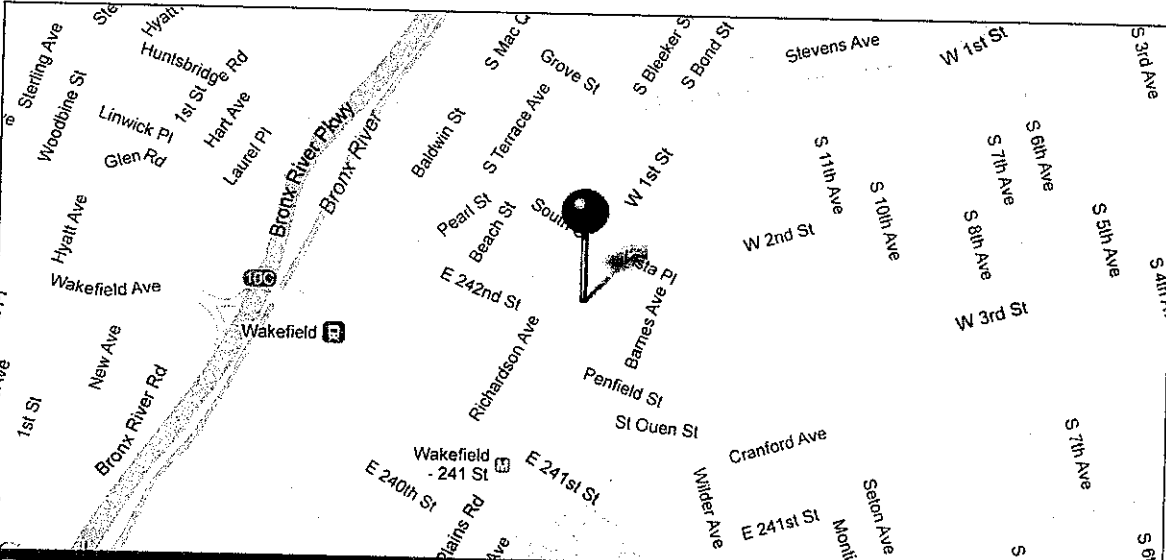
**Total amount needed to cure:**

1,930,130.27

Exhibit H

# Property Details

710 East 243rd St  
Bronx, NY 10470



**Property Information**

<b>710 East 243rd St</b> Bronx, NY 10470 Block & Lot: 05115/0028 HPD# 73440 MDR# 201041 BIN# 2071916 50 Units on 6 Stories	Corp: 243rd Street Bronx R & R LLC Emerg. Contact: Marc Levine Emerg. Contact: Michael Gallagher Emerg. Contact: Michael Pollis Emerg. Contact: Nate Schwartz Emerg. Contact: Zlatan Ibrahimovic Head Officer: Marc Levine
---	--



**EMPOWER**  
NEW YORK



710 East 243rd St  
Pg 125 of 206

## HPD

## Complaints

Open Complaints: **12**

Total Complaints: **171**

CVR: **29.5%**

## Violations

Open Violations: **108**

Open C Class: **26**

VPU: **2.16**

## Emergency Repairs

Active Repairs: **0**

Repairs Balance: **\$0**

Repairs Paid (12M): **\$0**

## Litigation

Current Open Cases: **0**

Comprehensive: **0**

Closed Cases (12M): **11**

## DOB

## Complaints

Open Complaints: **0**

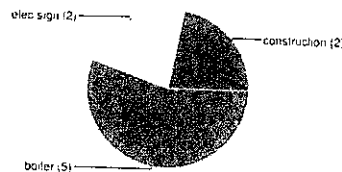
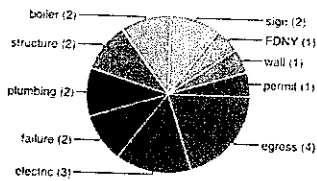
Urgent Complaints: **0**

Total Complaints: **20**

## Violations

Open Violations: **4**

Violations (12M): **0**

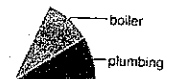


## ECB

Open Violations: **9**

Total Penalty(12M): **\$0**

Outstanding Balance: **\$30,440**

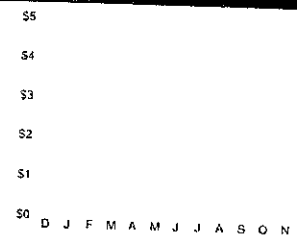


## WATER

Open Balance: **\$130,200**

Total Payments (12M): **\$0**

\$\$ Per Unit: **n/a**



## COMPLIANCE

## Elevator

## Boiler

## DEP Boiler

## Facade



## DOF

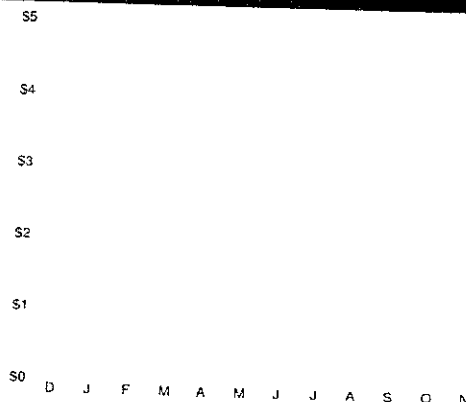
Current Open Charges: **\$45,846**

Total Payments (12M): **\$0**

Market Value: **\$1,541,000**

Assessed Value: **\$693,450**

Tax Value: **\$693,450**



## Charges By Agency

## DOF

# Charges	Balance	Payments (12m)
1	\$45,846	\$0

## Tax

# Charges	Balance	Payments (12m)
0	\$0	\$0

## FDNY

# Charges	Balance	Payments (12m)
0	\$0	\$0

# Charges	Balance	Payments (12m)
0	\$0	\$0

## HPD

# Charges	Balance	Payments (12m)
0	\$0	\$0

## Violation Totals

### HPD Complaints:

Open Complaints: **12**  
 Total Complaints: **171**  
 Violation Ratio (CVR): **29.5%**

### HPD Violations:

Open Violations: **108**  
 Open C Class: **26**  
 Violations Per Unit (VPU): **2.16**

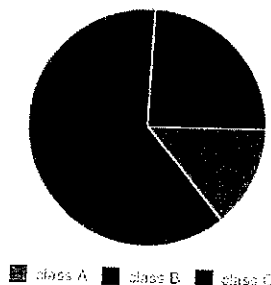
### HPD Emergency Repairs:

Active Emergency Repairs: **0**  
 Active ERP Award Amount: **\$0**  
 Total Repairs Paid: **\$0**

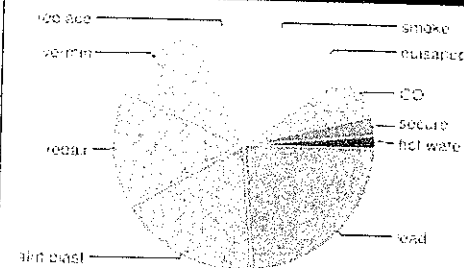
## Violations by Unit

Apt.	Class A	B	C	Total
C	3	10	1	14
1C	2	3	7	12
K	2	7	3	12
-	4	6	2	12
3J		1	9	10
1A	2	6	1	9
D		9		9
3F	1	5	1	7
E		5		5
1B		4		4
2C	1	3		4
2D		3		3
2K			2	2
1E		2		2
2H		1		1
4-H		1		1
1F				1

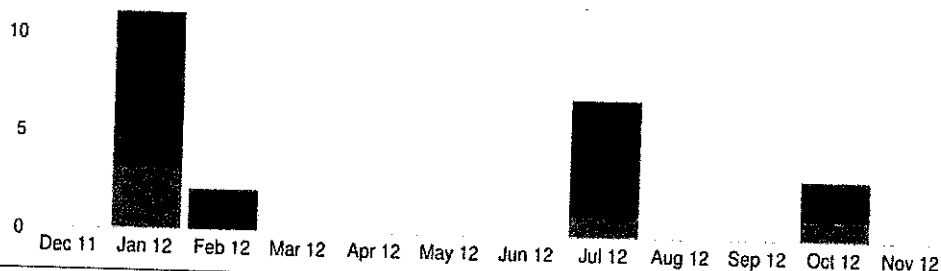
## Violation Classes



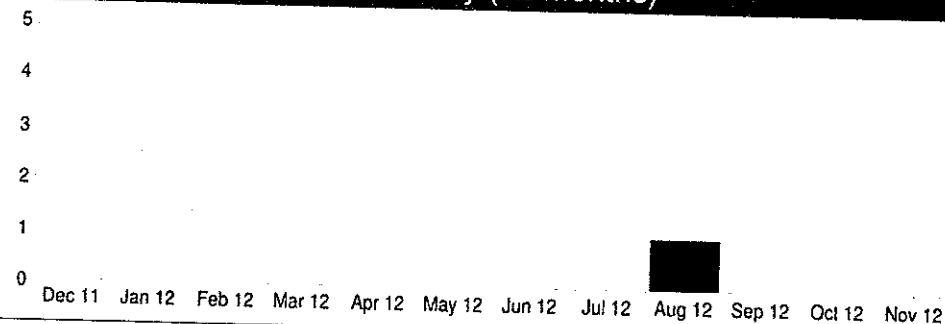
## Violation Types



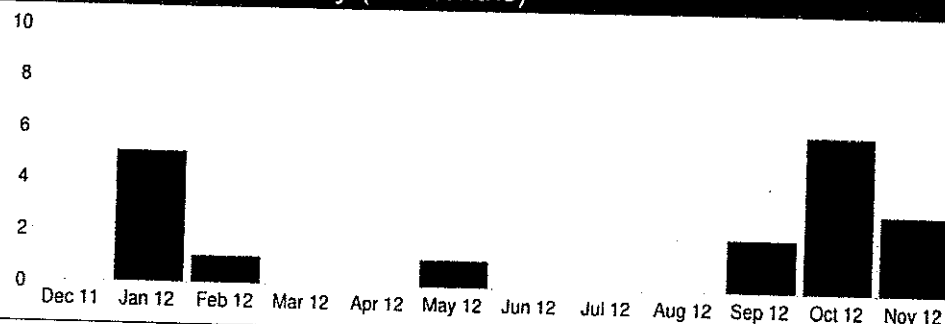
## Violation History by Class (12 Months)



## Emergency Repairs Count History (12 Months)



## Complaints Count History (12 Months)



## HPD Complaint Details

Complaint #	Date	Apt	Condition	Detail	Location	Status
6139700	11/8/2012	4D	HEAT	NO HEAT/WATER	ENTIRE BUILDING	open
6138765	11/8/2012	NA	HEAT	NO HEAT/WATER	ENTIRE BUILDING	open
6139379	11/8/2012	2C	HEAT	NO HEAT/WATER	ENTIRE BUILDING	open
6108318	10/22/2012	2C	MOLD	MOLD	ENTIRE APT	violation
6108318	10/22/2012	2C	WALLS	PEELING	ENTIRE APT	violation
6106349	10/19/2012	8	RUBBISH	ACCUMULATION	ENTIRE BUILDING	open
6106349	10/19/2012	8	VERMIN	BEDBUGS	ENTIRE APT	open
6106349	10/19/2012	8	VERMIN	MICE	ENTIRE APT	open
6106349	10/19/2012	8	WATER-LEAKS	CASCADING	BATHROOM	open
6068758	9/3/2012	3H	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
6068894	9/3/2012	3H	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5989679	5/14/2012	3F	WINDOW GUARDS	WINDOW GUARDS	LIVING ROOM	violation
5900099	2/12/2012	G	HEAT	NO HEAT	ENTIRE APT	closed
5879819	1/28/2012	C	ELECTRIC-SUPPLY	NO-SUPPLY	BATHROOM	closed
5879819	1/28/2012	C	LIGHTING	FIXT MISS/HANG	BATHROOM	closed
5831612	1/3/2012	2J	WATER-LEAKS	CEILING	BEDROOM	closed
5831612	1/3/2012	2J	ELECTRIC-SUPPLY	APT	ENTIRE APT	closed
5831612	1/3/2012	2J	ELEC/GAS-RANGE	GAS SHUT_OFF VA	KITCHEN	closed
5777852	11/30/2011	C	HEAT	NO HEAT	ENTIRE APT	closed
5765611	11/20/2011	C	HEAT	NO HEAT	ENTIRE BUILDING	closed
5765623	11/20/2011	C	DOORS	DOOR-FRAME	ENTRANCE	violation
5765620	11/20/2011	C	REFRIGERATOR	INOPERATIVE	KITCHEN	closed
5663865	8/19/2011	2B	CEILING	COLLAPSING	BATHROOM	closed
5663865	8/19/2011	2B	ELECTRIC-WIRING	ILLEGAL TAPS	FOYER	closed
5649605	7/28/2011	3F	SEWER	RAW SEWER	BASEMENT	closed
5589274	5/4/2011	GND	SEWER	RAW SEWER	ENTIRE APT	closed
5589274	5/4/2011	GND	SEWER	RAW SEWER	ENTIRE BUILDING	closed
5567503	4/11/2011	1A	LOCKS	BROKEN-DEFECT	ENTRANCE	closed
5567503	4/11/2011	1A	BATHTUB	CHIPPING/ERODE	BATHROOM	closed
5553907	3/29/2011	1A	FLOOR	BROKE / DEF	LIVING ROOM	closed
5553907	3/29/2011	1A	FLOOR	BROKE / DEF	BEDROOM	closed
5553907	3/29/2011	1A	RADIATOR	CRACKED/MISSING	KITCHEN	closed
5553907	3/29/2011	1A	RADIATOR	CRACKED/MISSING	BEDROOM	closed
5553907	3/29/2011	1A	WINDOWS	BROKEN FRAME	ENTIRE APT	closed
5553907	3/29/2011	1A	FLOOR	BROKE / DEF	PRIVATE HALL	closed
5553907	3/29/2011	1A	LOCKS	BROKEN-DEFECT	ENTRANCE	closed
5553907	3/29/2011	1A	RADIATOR	CRACKED/MISSING	BATHROOM	closed
5553907	3/29/2011	1A	RADIATOR	CRACKED/MISSING	LIVING ROOM	closed
5540146	3/19/2011	2K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5513370	2/25/2011	1A	FLOOR	BROKE / DEF	ENTIRE APT	violation
5513370	2/25/2011	1A	WALLS	PAINT DIRTY	ENTIRE APT	violation
5513370	2/25/2011	1A	MOLD	MOLD	BATHROOM	closed
5513370	2/25/2011	1A	TOILET	BOWL-STOPPED	BATHROOM	closed
5513370	2/25/2011	1A	VERMIN	MICE	ENTIRE APT	violation
5513370	2/25/2011	1A	WINDOWS	BROKEN FRAME	ENTIRE APT	violation
5513370	2/25/2011	1A	ELECTRIC-WIRING	DEF/SEALED OUT	BEDROOM	closed
5511703	2/24/2011	2K	HEAT	NO HEAT	BEDROOM 3	closed
5511232	2/23/2011	2K	HEAT	NO HEAT	ENTIRE APT	closed
5441183	1/13/2011	4D	CEILING	HOLE	KITCHEN	violation
5441183	1/13/2011	4D	WATER-LEAKS	ROOF-LEAK	ENTIRE APT	violation
5441183	1/13/2011	4D	WINDOWS	BROKEN FRAME	LIVING ROOM	violation
5441183	1/13/2011	4D	CEILING	HOLE	KITCHENETTE	open
5441183	1/13/2011	4D	MOLD	MOLD	KITCHENETTE	open
5441183	1/13/2011	4D	WATER-LEAKS	ROOF-LEAK	KITCHENETTE	open
5441183	1/13/2011	4D	CEILING	PLASTER PEELING	ENTIRE BUILDING	closed
5441183	1/13/2011	4D	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5441183	1/13/2011	4D	WALLS	PEELING	ENTIRE BUILDING	closed
5441183	1/13/2011	4D	WINDOWS	BROKEN FRAME	BEDROOM	closed

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5441183	1/13/2011	4D	CEILING	PLASTER PEELING	KITCHEN	violation
5441183	1/13/2011	4D	WATER-LEAKS	ROOF-LEAK	KITCHEN	violation
5441183	1/13/2011	4D	CEILING	PLASTER PEELING	KITCHENETTE	open
5441183	1/13/2011	4D	WATER-LEAKS	ROOF-LEAK	PUBLIC HALL	closed
5428227	1/7/2011	1A	WINDOWS	BROKEN FRAME	BEDROOM 2	closed
5428227	1/7/2011	1A	WATER-SUPPLY	WATER-SUPPLY	BATHROOM	closed
5420310	1/2/2011	1A	HEAT	NO HOT WATER	ENTIRE APT	closed
5420313	1/2/2011	BLDG	WATER-SUPPLY	NO COLD/HW ONE	ENTIRE APT	closed
5420310	1/2/2011	1A	WINDOWS	NO-WATER-SUPPLY	ENTIRE BUILDING	no status
5420313	1/2/2011	1A	WINDOWS	BROKEN/MISSING	BATHROOM	closed
5417287	12/30/2010	1A	WATER-SUPPLY	NO-WATER-SUPPLY	ENTIRE APT	violation
5409204	12/26/2010	3K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5387155	12/15/2010	4818	HEAT	NO HEAT	ENTIRE BUILDING	closed
5384885	12/15/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5384885	12/15/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5384885	12/15/2010	2C	RADIATOR	CRACKED/MISSING	BEDROOM 2	closed
5337171	11/23/2010	2C	HEAT	NO HEAT	ENTIRE BUILDING	closed
5337146	11/23/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5330071	11/19/2010	2C	ELECTRIC-SUPPLY	PUBLIC AREA	ENTIRE BUILDING	closed
5329883	11/19/2010	D	HEAT	NO HEAT	ENTIRE APT	closed
5327332	11/17/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5303655	11/4/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5291224	10/29/2010	2C	WATER-SUPPLY	NO-WATER-SUPPLY	ENTIRE BUILDING	closed
5286595	10/25/2010	2D	HEAT	NO HEAT	ENTIRE APT	closed
5286595	10/25/2010	2D	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5285994	10/24/2010	1A	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5285994	10/24/2010	1A	WINDOWS	WINDOW-LOCK	BEDROOM	closed
5285994	10/24/2010	1A	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5271791	10/16/2010	2C	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5272677	10/16/2010	1A	HEAT	NO HEAT	ENTIRE APT	closed
5272686	10/16/2010	1A	HEAT	NO HEAT	ENTIRE APT	closed
5272686	10/16/2010	1A	MOLD	MOLD	BATHROOM	closed
5227924	8/13/2010	D	WINDOWS	BROKEN FRAME	BEDROOM	closed
5227924	8/13/2010	D	VERMIN	MICE	ENTIRE APT	violation
5225013	8/9/2010	1A	VERMIN	ROACHES	ENTIRE APT	violation
5225013	8/9/2010	1A	DOORS	BROKEN	LOBBY	violation
5225013	8/9/2010	1A	VERMIN	MICE	ENTIRE APT	violation
5225013	8/9/2010	1A	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5225156	8/9/2010	4G	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5199249	6/29/2010	2H	MOLD	MOLD	BATHROOM	violation
5199249	6/29/2010	2H	WATER-LEAKS	CEILING	BATHROOM	closed
5192558	6/18/2010	2C	DOORS	ROOM-WITHIN	BATHROOM	violation
5192558	6/18/2010	2C	ELEC/GAS-RANGE	PILOT LIGHT INO	KITCHEN	closed
5192558	6/18/2010	2C	REFRIGERATOR	INOPERATIVE	KITCHEN	closed
5192558	6/18/2010	2C	WALLS	PEELING	ENTIRE APT	open
5192558	6/18/2010	2C	CERAMIC-TILE	LOOSE-WALL	BATHROOM	closed
5162951	5/7/2010	2C	WALLS	PEELING	BATHROOM	violation
5162951	5/7/2010	2C	DOORS	BROKEN	BATHROOM	closed
5142238	4/14/2010	4C	MAIL-BOX	BROKEN	LOBBY	violation
5135117	4/5/2010	2C	DOORS/FRAME	PEELING/FLAKING	BATHROOM	violation
5135117	4/5/2010	2C	WINDOW/FRAME	PEELING PAINT	BEDROOM 2	violation
5135117	4/5/2010	2C	WINDOW/FRAME	PEELING PAINT	LIVING ROOM	closed
5131065	3/31/2010	4H	WATER-LEAKS	ROOF-LEAK	BEDROOM	violation
5131065	3/31/2010	4H	WINDOW/FRAME	PEELING PAINT	BEDROOM	violation
5131065	3/31/2010	4H	WINDOWS	BROKEN FRAME	LIVING ROOM	violation
131065	3/31/2010	4H	BATHTUB	CHIPPING/ERODE	BATHROOM	closed
5127582	3/29/2010	2K	VERMIN	OTHER	ENTIRE APT	violation
5127582	3/29/2010	2K	ELECTRIC-SUPPLY	NO-SUPPLY	ENTIRE APT	closed

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5127582	3/29/2010	2K	FLOOR	FLOOR-TORN	ENTIRE APT	closed
5127582	3/29/2010	2K	WALLS	PEELING	ENTIRE APT	violation
5127582	3/29/2010	2K	WATER-LEAKS	CONT ABOVE APT	LIVING ROOM	violation
5127582	3/29/2010	2K	DOORS	BROKEN	ENTRANCE	closed
5127582	3/29/2010	2K	VERMIN	MICE	ENTIRE APT	closed
5123706	3/26/2010	2K	ELECTRIC-SUPPLY	NO-SUPPLY	ENTIRE APT	closed
5098255	3/4/2010	4E	HEAT	NO HEAT	ENTIRE APT	closed
5089856	2/25/2010	4D	CEILING	HOLE	KITCHENETTE	closed
5089856	2/25/2010	4D	MOLD	MOLD	KITCHEN	closed
5089856	2/25/2010	4D	WATER-LEAKS	CONT ABOVE APT	KITCHENETTE	closed
5089856	2/25/2010	4D	WINDOWS	BROKEN/MISSING	KITCHEN	closed
5089795	2/10/2010	2K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5069390	2/10/2010	3E	HEAT	NO HEAT	ENTIRE BUILDING	closed
5048854	1/30/2010	3K	HEAT	NO HEAT	ENTIRE BUILDING	closed
5049045	1/30/2010	2K	HEAT	NO HEAT	ENTIRE APT	closed
5048795	1/30/2010	4E	HEAT	NO HEAT	ENTIRE APT	closed
5048541	1/30/2010	BLDG	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5044722	1/29/2010	4D	WATER-LEAKS	CASCADING	PRIVATE HALL	closed
5044722	1/29/2010	4D	HEAT	NO HEAT	ENTIRE APT	closed
5044479	1/29/2010	H	HEAT	NO HEAT	ENTIRE BUILDING	closed
5043521	1/29/2010	2C	HEAT	NO HEAT	ENTIRE BUILDING	closed
5044722	1/29/2010	4D	WATER-LEAKS	CASCADING	KITCHENETTE	closed
5044722	1/29/2010	4D	CEILING	PLASTER PEELING	KITCHENETTE	closed
5044703	1/29/2010	4D	HEAT	NO HEAT	ENTIRE APT	closed
5043775	1/29/2010	2K	HEAT	NO HEAT	ENTIRE BUILDING	closed
5043487	1/29/2010	D	HEAT	NO HEAT	ENTIRE APT	closed
5043119	1/28/2010	BLDG	HEAT	NO HEAT	ENTIRE BUILDING	closed
5042732	1/28/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5041411	1/28/2010	BLDG	HEAT	NO HEAT	ENTIRE BUILDING	closed
5040203	1/27/2010	E	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5039673	1/27/2010	D	HEAT	NO HEAT	ENTIRE APT	closed
5036632	1/25/2010	4H	HEAT	NO HEAT	ENTIRE APT	closed
5035043	1/23/2010	D	HEAT	NO HEAT	ENTIRE APT	closed
5034167	1/22/2010	BLDG	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5033075	1/22/2010	D	HEAT	NO HEAT	ENTIRE APT	closed
5032653	1/21/2010	2C	HEAT	NO HEAT	ENTIRE BUILDING	closed
5030880	1/20/2010	2C	HEAT	NO HEAT	ENTIRE APT	closed
5024927	1/15/2010	2C	WALLS	PEELING	PRIVATE HALL	violation
5024927	1/15/2010	2C	DOORS	DOOR-FRAME	ROOM	closed
5024927	1/15/2010	2C	FLOOR	FLOOR-TORN	BEDROOM	violation
5024927	1/15/2010	2C	WALLS	PEELING	BEDROOM	violation
5024927	1/15/2010	2C	ELEC/GAS-RANGE	OVEN DOOR	KITCHEN	closed
5024927	1/15/2010	2C	LIGHTING	FIXT MISS/HANG	FOYER	closed
5002426	1/5/2010	NA	DOORS	BROKEN	ENTIRE BUILDING	closed
4985272	12/29/2009	1A	ELECTRIC-SUPPLY	APT	ENTIRE APT	closed
4968625	12/21/2009	2C	HEAT	NO HEAT	ENTIRE BUILDING	closed
4937591	12/9/2009	A	WATER-LEAKS	ROOF-LEAK	FOYER	violation
4937591	12/9/2009	A	WATER-LEAKS	ROOF-LEAK	BATHROOM	violation
4937591	12/9/2009	A	MOLD	MOLD	FOYER	closed
4933060	12/7/2009	2F	CEILING	COLLAPSING	BEDROOM	violation
4933060	12/7/2009	2F	RADIATOR	CRACKED/MISSING	BATHROOM	violation
4933060	12/7/2009	2F	WATER-LEAKS	CONT ABOVE APT	BEDROOM	violation
4933060	12/7/2009	2F	BASIN/SINK	DETACHED	BATHROOM	violation
4916808	11/27/2009	1J	HEAT	NO HEAT	ENTIRE APT	closed
4916808	11/27/2009	1J	HEAT	NO HOT WATER	ENTIRE APT	closed

## HPD Violation Details - Class A

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9620797	4508903	10/25/2012	10/23/2012	2C	A	502 / repair	2/11/2013	10/25/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective wood floor in the foyer located at apt 2c, 4th story, 2nd apartment from east at south									
9495611	4446012	7/9/2012	6/29/2012	3F	A	556 / paint/plast	10/26/2012	7/9/2012	NOV SENT
27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the 3rd room from north, the 2nd room from north at east, the bathroom, the private hallway located at apt 3f, 3rd story, 1st apartment from south at west									
9269117	4329430	1/5/2012	12/31/2011	C	A	529 / door	4/23/2012	1/5/2012	NOV SENT
7-2005 adm code refit the closet door at east wall in the 2nd private hallway from north located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269122	4329430	1/5/2012	12/31/2011	C	A	554 / paint/plast	4/23/2012	1/5/2012	NOV SENT
7-2005 adm code paint metal in accordance with dept. regulation the 1st riser from south at west wall in the bathroom located at apt c, 2nd story, 1st apartment from south at west, section at west									
9271591	4329430	1/5/2012	12/31/2011	C	A	556 / paint/plast	4/23/2012	1/5/2012	NOV SENT
7-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the foyer, the 2nd private hallway from north located at apt c, 2nd story, 1st apartment from south at west, section at west									
9219831	4304715	11/28/2011	11/23/2011	-	A	484 / post	3/16/2012	11/28/2011	NOV SENT
29, m/d law and dept. rules and regs. provide a completed certificate of inspection visits in a proper frame at or near mailboxes, bottom edge of frame between 48-62 inches above floor .. at public hall, 1st story									
9219828	4304715	11/28/2011	11/23/2011	-	A	700 / post	3/16/2012	11/28/2011	NOV SENT
7-2045 adm code post a proper notice of smoke detector requirements, in a form approved by the commissioner, at or near the mail box ... at public hall, 1st story									
8837652	4124938	3/4/2011	3/2/2011	1A	A	505 / replace	6/21/2011	6/1/2011	NOT COMPLIED
7-2005 adm code replace with new the broken or defective window counter balance lower sash at north 2 window in the 2nd room from east at south located at apt 1a, west section, 2nd story, 1st apartment from north at east									
8837653	4124938	3/4/2011	3/2/2011	1A	A	502 / repair	6/21/2011	6/1/2011	NOT COMPLIED
7-2005 adm code properly repair with similar material the broken or defective wood floor in the 2nd room from east at south located at apt 1a, west section, 2nd story, 1st apartment from north at east									
8473346	3956676	6/18/2010	6/16/2010	-	A	561 / rust	10/5/2010	6/18/2010	NOV SENT
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint fire escapes at front of building east and west stacks									
8473354	3956676	6/18/2010	6/16/2010	-	A	561 / rust	10/5/2010	6/18/2010	NOV SENT
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint fire escape at east side of building									
4216675	1828621	5/21/2010	5/21/2002	K	A	502 / repair	9/13/2002	6/17/2010	1 NO ACCESS
7-2005 adm code properly repair with similar material the broken or defective entrance door jamb in the entrance located at apt k, 1st story, 1st apartment from south at west									
4216684	1828621	5/21/2010	5/21/2002	K	A	505 / replace	9/13/2002	6/17/2010	1 NO ACCESS
7-2005 adm code replace with new the broken or defective lower sash spring controls in the entire apartment located at apt k, 1st story, 1st apartment from south at west									
6854649	2929782	5/21/2010	3/19/2007	1C	A	554 / paint/plast	7/13/2007	6/17/2010	NOT COMPLIED
7-2005 adm code paint metal in accordance with dept. regulation the 1st riser from south at west wall in the bathroom located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
6854657	2929782	5/21/2010	3/19/2007	1C	A	554 / paint/plast	7/13/2007	6/17/2010	NOT COMPLIED
7-2005 adm code paint metal in accordance with dept. regulation the 1st radiator from north at east wall, 1st riser from east at south wall in the foyer located at apt 1c, west section, 2nd story, 2nd apartment from east at south									

## HPD Violation Details - Class B

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9620799	4508904	10/25/2012	10/23/2012	2C	B	550 / mold	12/13/2012	10/25/2012	NOV SENT
27-2005 hmc trace and repair the source and abate the nuisance consisting of mold ... at ceiling and east wall in the bathroom located at apt 2c, 4th story, 2nd apartment from east at south									
9620800	4508904	10/25/2012	10/23/2012	2C	B	508 / paint/plast	12/13/2012	10/25/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the bathroom located at apt 2c, 4th story, 2nd apartment from east at south									
9491783	4446013	7/9/2012	6/29/2012	3F	B	508 / paint/plast	8/27/2012	7/9/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the west wall, ceiling in the bathroom located at apt 3f, 3rd story, 1st apartment from south at west									
9491785	4446013	7/9/2012	6/29/2012	3F	B	502 / repair	8/27/2012	7/9/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective ceramic floor tiles in the bathroom located at apt 3f, 3rd story, 1st apartment from south at west									
9491786	4446013	7/9/2012	6/29/2012	3F	B	505 / replace	8/27/2012	7/9/2012	NOV SENT
27-2005 adm code replace with new the broken or defective marble saddle in the bathroom located at apt 3f, 3rd story, 1st apartment from south at west									
9491787	4446013	7/9/2012	6/29/2012	3F	B	568 / vermin	8/27/2012	7/9/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 3f, 3rd story, 1st apartment from south at west									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
3491788	4446013	7/9/2012	6/29/2012	3F	B	569 / vermin	8/27/2012	7/9/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 3f, 3rd story, 1st apartment from south at west									
9320892	4353886	2/10/2012	2/8/2012	C	B	702 / smoke	3/30/2012	2/10/2012	NOV SENT
27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt c, 2nd story, 1st apartment from south at west									
9320893	4353886	2/10/2012	2/8/2012	C	B	1502 / CO	3/30/2012	2/10/2012	NOV SENT
27-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt c, 2nd story, 1st apartment from south at west									
9269114	4329431	1/5/2012	12/31/2011	C	B	702 / smoke	2/23/2012	1/5/2012	NOV SENT
7-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269115	4329431	1/5/2012	12/31/2011	C	B	1502 / CO	2/23/2012	1/5/2012	NOV SENT
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269116	4329431	1/5/2012	12/31/2011	C	B	505 / replace	2/23/2012	1/5/2012	NOV SENT
7-2005 adm code replace with new the broken or defective marble saddle in the bathroom located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269118	4329431	1/5/2012	12/31/2011	C	B	501 / repair	2/23/2012	1/5/2012	NOV SENT
7-2005 adm code properly repair the broken or defective door in the entrance located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269119	4329431	1/5/2012	12/31/2011	C	B	510 / nuisance	2/23/2012	1/5/2012	NOV SENT
7-2005 adm code & 309 m/d law abate the nuisance consisting of evidence of water leak at 1st closet from north at east wall ceiling in the 2nd private hallway from north located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269120	4329431	1/5/2012	12/31/2011	C	B	510 / nuisance	2/23/2012	1/5/2012	NOV SENT
7-2005 adm code & 309 m/d law abate the nuisance consisting of evidence of water leak at ceiling in the bathroom located at apt c, 2nd story, 1st apartment from south at west, section at west									
9269121	4329431	1/5/2012	12/31/2011	C	B	508 / paint/plast	2/23/2012	1/5/2012	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall, east wall, ceiling in the bathroom located at apt c, 2nd story, 1st apartment from south at west, section at west									
9219899	4304716	11/28/2011	11/23/2011	-	B	1502 / CO	1/16/2012	11/28/2011	NOV SENT
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, at public hall, 1st story									
8935702	4170016	5/10/2011	5/8/2011	-	B	504 / provide	6/28/2011	5/10/2011	NOV SENT
7-2005 adm code provide an acceptable heavy duty lock and latch set at the entrance door to the building, 2nd story, west section									
90440	4136388	3/21/2011	3/16/2011	1A	B	501 / repair	5/9/2011	3/21/2011	NOV SENT
7-2005 adm code properly repair the broken or defective lighting fixture at ceiling in the 2nd room from east at north located at apt 1a, 2nd story, 1st apartment from east at south									
8860441	4136388	3/21/2011	3/16/2011	1A	B	702 / smoke	5/9/2011	3/21/2011	NOV SENT
7-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 1a, 2nd story									
8860442	4136388	3/21/2011	3/16/2011	1A	B	1502 / CO	5/9/2011	3/21/2011	NOV SENT
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt 1a, 2nd story									
8837654	4124939	3/4/2011	3/2/2011	1A	B	569 / vermin	4/22/2011	6/1/2011	NOT COMPLIED
7-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 1a, west section, 2nd story, 1st apartment from north at east									
8702298	4061698	11/26/2010	11/19/2010	-	B	721 / janitor	1/14/2011	11/26/2010	NOV SENT
7-2053 adm code provide dwelling with a janitor or responsible person or janitorial service, at public hall									
8579429	4006272	9/1/2010	8/30/2010	D	B	510 / nuisance	10/20/2010	11/30/2010	NOV LATE
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at east wall in the kitchen located at apt d, 1st story, 1st apartment from west at north									
8579430	4006272	9/1/2010	8/30/2010	D	B	502 / repair	10/20/2010	11/30/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective ceramic floor tiles in the bathroom located at apt d, 1st story, 1st apartment from west at north									
8579432	4006272	9/1/2010	8/30/2010	D	B	510 / nuisance	10/20/2010	11/30/2010	NOV LATE
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at ceiling in the 5th room from north located at apt d, 1st story, 1st apartment from west at north									
8579436	4006272	9/1/2010	8/30/2010	D	B	508 / paint/plast	10/20/2010	11/30/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall, west wall in the foyer located at apt d, 1st story, 1st apartment from west at north									
8579437	4006272	9/1/2010	8/30/2010	D	B	508 / paint/plast	10/20/2010	11/30/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the east wall in the 3rd room from north located at apt d, 1st story, 1st apartment from west at north									
8579441	4006272	9/1/2010	8/30/2010	D	B	569 / vermin	10/20/2010	11/30/2010	NOV LATE
7-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt d, 1st story, 1st apartment from west at north									
8579442	4006272	9/1/2010	8/30/2010	D	B	1502 / CO	10/20/2010	11/30/2010	NOV LATE
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt d, 1st story, 1st apartment from west at north									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
8579443	4006272	9/1/2010	8/30/2010	D	B	702 / smoke	10/20/2010	11/30/2010	NOV LATE
7-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt d, 1st story, 1st apartment from west at north									
8580316	4006272	9/1/2010	8/30/2010	D	B	568 / vermin	10/20/2010	11/30/2010	NOV LATE
7-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt d, 1st story, 1st apartment from west at north									
8554525	3994729	8/16/2010	8/12/2010	1A	B	566 / vermin	10/4/2010	8/16/2010	NOV SENT
7-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 1a, 1st story, 1st apartment from north at east									
8551751	3994342	8/13/2010	8/11/2010	-	B	501 / repair	10/1/2010	8/13/2010	NOV SENT
7-2005 adm code properly repair the broken or defective door lock and assembly at lobby, 1st story									
8510538	3974548	7/15/2010	7/13/2010	2H	B	502 / repair	9/2/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective grout around bath tub in the bathroom located at apt 2h, east section, 2nd story, 1st apartment from north at east									
8473357	3961418	6/24/2010	6/16/2010	1B	B	702 / smoke	8/12/2010	10/29/2010	NOV LATE
7-2045 adm code repair or replace the smoke detector which is missing in the foyer located at apt 1b, west section, 2nd story, 1st apartment from east at south									
8473362	3961418	6/24/2010	6/16/2010	1B	B	1502 / CO	8/12/2010	10/29/2010	NOV LATE
7-2046.1, 2046.2 hmc provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt 1b, west section, 2nd story, 1st apartment from east at south									
8473363	3961418	6/24/2010	6/16/2010	1B	B	742 / gas	8/12/2010	10/29/2010	NOV LATE
7-2070 adm code provide an adequate supply of gas to the fixtures, in the entire apartment located at apt 1b, west section, 2nd story, 1st apartment from east at south									
8473319	3956675	6/18/2010	6/16/2010	1C	B	502 / repair	8/6/2010	6/18/2010	NOV SENT
7-2005 adm code properly repair with similar material the broken or defective reglaze bathtub in the bathroom located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
8473322	3956675	6/18/2010	6/16/2010	1C	B	502 / repair	8/6/2010	6/18/2010	NOV SENT
7-2005 adm code properly repair with similar material the broken or defective ceramic wall tiles above bathtub in the bathroom located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
8473327	3956675	6/18/2010	6/16/2010	1C	B	505 / replace	8/6/2010	6/18/2010	NOV SENT
7-2005 adm code replace with new the broken or defective escutcheon plate around steam riser in ceiling in the bathroom located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
7577998	3509911	5/21/2010	11/18/2008	E	B	502 / repair	1/8/2009	6/17/2010	1 NO ACCESS
7-2005 adm code properly repair with similar material the broken or defective wood floor (non walking area) in the entire apartment located at apt e, west section 708, 1st story, 1st apartment from north at east									
7579600	3509911	5/21/2010	11/18/2008	E	B	566 / vermin	1/8/2009	6/17/2010	1 NO ACCESS
7-2018 adm code abate the nuisance consisting of vermin mice (infestation) in the entire apartment located at apt e, west section 708, 1st story, 1st apartment from north at east									
7578008	3509911	5/21/2010	11/18/2008	E	B	510 / nuisance	1/8/2009	6/17/2010	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of odor thru-out in the entire apartment located at apt e, west section 708, 1st story, 1st apartment from north at east									
7578009	3509910	5/21/2010	11/18/2008	E	B	510 / nuisance	1/8/2009	6/17/2010	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of no electrical supply to outlets and ceiling light fixture in the bathroom located at apt e, west section 708, 1st story, 1st apartment from north at east									
7578018	3509910	5/21/2010	11/18/2008	E	B	510 / nuisance	1/8/2009	6/17/2010	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of no electrical supply to outlets and ceiling light fixture in the 1st room from east at south located at apt e, west section 708, 1st story, 1st apartment from north at east									
4994940	2164602	5/21/2010	6/14/2004	K	B	509 / secure	8/9/2004	6/17/2010	1 NO ACCESS
7-2005 adm code properly secure the loose sink in the kitchen located at apt k, 1st story, 1st apartment from west at north									
4994945	2164602	5/21/2010	6/14/2004	K	B	502 / repair	8/9/2004	6/17/2010	1 NO ACCESS
7-2005 adm code properly repair with similar material the broken or defective vinyl floor tile in the kitchen located at apt k, 1st story, 1st apartment from west at north									
4994950	2164602	5/21/2010	6/14/2004	K	B	702 / smoke	8/9/2004	6/17/2010	1 NO ACCESS
7-2045 adm code repair or replace the smoke detector broken in the foyer located at apt k, 1st story, 1st apartment from west at north									
4355221	1891038	5/21/2010	9/27/2002	4-H	B	566 / vermin	11/23/2002	6/17/2010	1 NO ACCESS
7-2018 adm code abate the nuisance consisting of vermin mice at entire apartment, 4th story, apartment									
4216669	1828622	5/21/2010	5/21/2002	K	B	509 / secure	7/15/2002	6/17/2010	1 NO ACCESS
7-2005 adm code properly secure the loose washbasin in the bathroom located at apt k, 1st story, 1st apartment from south at west									
4216695	1828622	5/21/2010	5/21/2002	K	B	505 / replace	7/15/2002	6/17/2010	1 NO ACCESS
7-2005 adm code replace with new the broken or defective wood cabinets in the kitchen located at apt k, 1st story, 1st apartment from south at west									
4153544	1803383	5/21/2010	3/28/2002	K	B	502 / repair	5/26/2002	6/17/2010	1 NO ACCESS
7-2005 adm code properly repair with similar material the broken or defective flooring around radiator in the 1st room from north at west located at apt k, east section, 1st story, 1st apartment from west at north									
4153634	1803383	5/21/2010	3/28/2002	K	B	702 / smoke	5/26/2002	6/17/2010	1 NO ACCESS
7-2045 adm code repair or replace the smoke detector missing in the foyer located at apt k, east section, 1st story, 1st apartment from west at north									



### HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
3248571	3854192	5/21/2010	1/23/2010	2C	B	521 / fire	3/15/2010	6/9/2010	NOT COMPLIED
7-2005, 2007 adm code fire egress defective. remove obstructing bars or unlawful gates from window to fire escape or provide approved type gate. in the kitchen located at apt 2c, west section 4th story, 2nd apartment from east at south									
8082385	3771469	5/21/2010	9/29/2009	3J	B	509 / secure	11/18/2009	6/9/2010	NOT COMPLIED
7-2005 adm code properly secure the loose wash basin in the bathroom located at apt 3j, 3rd story, 1st apartment from west at north									
8068771	3763455	5/21/2010	9/21/2009	1B	B	505 / replace	11/12/2009	6/17/2010	NOT COMPLIED
7-2005 adm code replace with new the broken or defective lower sash balance of all windows at all rooms in the entire apartment located at apt 1b, west section, 2nd story, 1st apartment from east at south									
7798854	3506927	5/21/2010	3/30/2009	C	B	502 / repair	5/20/2009	6/9/2010	NOT COMPLIED
7-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at west located at apt c, 1st story, 1st apartment from south at west									
7020309	3155459	5/21/2010	11/16/2007	1A	B	566 / vermin	1/7/2008	6/9/2010	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 1a, 2nd story, 2nd apartment from north at east									
5299998	2329708	5/21/2010	1/17/2005	1E	B	566 / vermin	3/19/2005	6/15/2010	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 1e, 1st story, 1st apartment from north at east									
5300000	2329708	5/21/2010	1/17/2005	1E	B	566 / vermin	3/19/2005	6/15/2010	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin roaches in the entire apartment located at apt 1e, 1st story, 1st apartment from north at east									
5217053	2800306	5/21/2010	11/24/2004	2D	B	1502 / CO	1/25/2005	6/9/2010	NOT COMPLIED
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules. in the private hallway located at apt 2d, west section, 5th story, apartment at north									
4729542	2052369	5/21/2010	9/30/2003	2D	B	501 / repair	11/25/2003	6/9/2010	NOT COMPLIED
7-2005 adm code properly repair the broken or defective window counter balance. in the 1st room from north located at apt 2d, 3rd story, 1st apartment from west at north									
571767	197372	5/21/2010	12/23/1997	2D	B	501 / repair	3/2/1998	6/9/2010	NOT COMPLIED
7-2005 adm code properly repair the broken or defective lower window sashes thru out 3rd sty east apt 2d.									
571739	197361	5/21/2010	10/20/1992	-	B	566 / vermin	2/1/1993	6/15/2010	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin mice & roaches 1st sty northeast apt e									
8387754	3917994	5/21/2010	4/20/2010	-	B	501 / repair	6/10/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair the broken or defective mail box at public hall, 1st story									

### HPD Violation Details - Class C

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9491784	4446014	7/9/2012	6/29/2012	3F	C	790 / win guard	8/4/2012	7/9/2012	NOV SENT
27-2043.1 hmc install the missing or repair/replace the defective window guard(s) in accordance with the specifications of the new york city health code section 24 rcny chapter 12. wg to install = 0; wg to replace = 0; wg to repair = 2; northeast = 1; north 3 = 1 in the entire apartment located at apt 3f, 3rd story, 1st apartment from south at west									
9271502	4329432	1/5/2012	12/31/2011	C	C	617 / lead	2/5/2012	3/14/2012	1 NO ACCESS
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st window frame from north at east wall in the bathroom located at apt c, 2nd story, 1st apartment from south at west, section at west									
9219929	4304717	11/28/2011	11/23/2011	-	C	671 / access	12/9/2011	11/28/2011	NOV SENT
7-2033 adm code post notice, in form approved by the department, stating the name and location of the person designated by the owner to have key to buildings heating system .. at public hall, 1st story									
8935700	4170017	5/10/2011	5/6/2011	-	C	526 / lock	5/21/2011	6/9/2011	NOV LATE
7-2005, 2007 adm code remove the illegal fastening an unacceptable electromagnetic locking device at the entrance door to the building, 2nd story, west section									
8753586	4085645	1/5/2011	1/3/2011	1A	C	577 / hot water	1/16/2011	2/4/2011	NOV LATE
7-2024 adm code provide adequate supply of hot water for the fixtures .. in the entire apartment located at apt 1a, 1st story, 1st apartment from east at south									
8753639	4085646	1/5/2011	1/3/2011	1C	C	577 / hot water	1/16/2011	2/4/2011	NOV LATE
7-2024 adm code provide adequate supply of hot water for the fixtures .. in the entire apartment located at apt 1c, 1st story, 1st apartment from south at west									
8392303	3918836	5/21/2010	4/21/2010	2K	C	617 / lead	5/24/2010	7/2/2010	1 NO ACCESS
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from south at west wall in the private hallway located at apt 2k, 4th story, 1st apartment from west at north									
8392304	3918836	5/21/2010	4/21/2010	2K	C	617 / lead	5/24/2010	7/2/2010	1 NO ACCESS
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door from east at south wall in the bathroom located at apt 2k, 4th story, 1st apartment from west at north									
4216722	1828624	5/21/2010	5/21/2002	K	C	612 / lead	6/27/2002	6/17/2010	1 NO ACCESS
7-2056.5 adm code - correct the lead-based paint hazard - presumed lead paint that is on a deteriorated subsurface that is unstable or unsound using exclusive interim controls. north wall in the bathroom located at apt k, 1st story, 1st apartment from south at west									

### HPD Violation Details - Class C (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
4216740	1828624	5/21/2010	5/21/2002	K	C	612 / lead	6/27/2002	6/17/2010	1 NO ACCESS
7-2056.5 adm code - correct the lead-based paint hazard - presumed lead paint that is on a deteriorated subsurface that is unstable or unsound using exclusive interim controls. east wall in the 1st room from north located at apt k, 1st story, 1st apartment from south at west									
4153532	1803384	5/21/2010	3/28/2002	K	C	610 / lead	5/8/2002	6/17/2010	1 NO ACCESS
7-2056.5 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or is on a deteriorated subsurface - using exclusive interim controls. ceiling in the 2nd room from north located at apt k, east section, 1st story, 1st apartment from west at north									
8116447	3793098	5/21/2010	10/21/2009	3J	C	617 / lead	11/23/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door from east at south wall, 1st door frame from east at south wall, 2nd window frame from west at north wall, 1st window frame from west at north wall in									
8116449	3793098	5/21/2010	10/21/2009	3J	C	617 / lead	11/23/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from west at north wall in the 3rd room from north located at apt 3j, 5th story, 2nd apartment from west at north									
8116450	3793098	5/21/2010	10/21/2009	3J	C	617 / lead	11/23/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 2nd closet from south at west wall door frame, west wall in the foyer located at apt 3j, 5th story, 2nd apartment from west at north									
8116451	3793098	5/21/2010	10/21/2009	3J	C	617 / lead	11/23/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door from east at south wall, 1st door frame from east at south wall, west wall in the bathroom located at apt 3j, 5th story, 2nd apartment from west at n.									
8116452	3793098	5/21/2010	10/21/2009	3J	C	617 / lead	11/23/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st closet from south at west wall door, 1st door from south at west wall, 1st door frame from south at west wall, 1st window frame from west at north wall in									
8087911	3776486	5/21/2010	9/28/2009	3J	C	616 / lead	11/2/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st door from east at south wall in the bathroom located at apt 3j, 3rd story, 1st apartment from west at north									
8087912	3776486	5/21/2010	9/28/2009	3J	C	616 / lead	11/2/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st door from west at north wall in the private hallway located at apt 3j, 3rd story, 1st apartment from west at north									
8087913	3776486	5/21/2010	9/28/2009	3J	C	616 / lead	11/2/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling in the kitchen located at apt 3j, 3rd story, 1st apartment from west at north									
8087914	3776486	5/21/2010	9/28/2009	3J	C	616 / lead	11/2/2009	6/9/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) north wall in the 3rd room from north at east located at apt 3j, 3rd story, 1st apartment from west at north									
6656180	2929784	5/21/2010	3/19/2007	1C	C	617 / lead	4/21/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from west at north wall, west wall in the bathroom located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
6656181	2929784	5/21/2010	3/19/2007	1C	C	617 / lead	4/21/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at south wall, baseboard at north wall, west wall, south wall in the 3rd room from north located at apt 1c, west section, 2nd story, 2nd apartment									
6656182	2929784	5/21/2010	3/19/2007	1C	C	617 / lead	4/21/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) west wall, east wall in the kitchen located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
6656183	2929784	5/21/2010	3/19/2007	1C	C	617 / lead	4/21/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at south wall, 1st door frame from east at south wall, east wall, south wall, north wall, 1st window frame from south at west wall in the 1st room in									
6656185	2929784	5/21/2010	3/19/2007	1C	C	617 / lead	4/21/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) west wall, south wall, north wall in the foyer located at apt 1c, west section, 2nd story, 2nd apartment from east at south									
6660631	2931325	5/21/2010	3/19/2007	1C	C	617 / lead	4/23/2007	6/23/2010	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) baseboard at north wall, 1st door frame from north at east wall, west wall, 2nd window frame from south at west wall, 1st window frame from south at west wall									

### HPD Violation Details - Class I

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
7547082		5/21/2010	10/30/2008	1F	I	759 / shelter	12/31/1989	6/17/2010	1 NO ACCESS
7-2091 hmc, § 302 mdl : apartments have been issued a commissioner's order and occupants are in need of relocation services. apartments cannot be re-occupied until the commissioner's order is revoked after hpd inspection of apartments. commissioner's order # 08/0126 in the entire apartment located at apt 1f, 1st story									

## HPD Emergency Repairs Details

OMO #	Issue Date	Repair Type	Award Amt.	Category	Date Complete	Status	Reason
ED04011	8/8/2012	OMO	\$74	GC	9/15/2012	cancel	No Access
as per requirement contractapt. #3repair or replace (2) window glards at entire apartment. remove all work related debris contractor							
EB14495	11/8/2010	OMO	\$91	DELEAD	11/15/2010	history	OMO Complete
perform total lead analysis of 14 dust wipe sample(s) via environmental protection agency (epa) sw8453050-7420 method utilizing flame atomic absorptio							
EB08086	8/25/2010	AOR	\$92	GC	12/31/1969	history	OMO Complete
apt. 2c:bedroom1(north): install one- way screws at wguard.							
EB07918	8/23/2010	OMO	\$637	GC	9/1/2010	history	OMO Complete
at apt # 2h- trace abate nuisance of mold and mildew at north and east wall in bathrm.remove all obstructions. repair all defects in wasteline							
EA32704	4/14/2010	OMO	\$33	DELEAD	4/19/2010	history	OMO Complete
perform total lead analysis of 07 dust wipe sample(s) via environmental protection agency (epa) sw8453050-7420 method utilizing flame atomic absorptio							
EA31312	4/1/2010	OMO	\$434	GC	5/25/2010	history	OMO Complete
public parts. 1st. story, west section:replace with new the broken or defective wire-glass light of upper sash east window at intermediate landing							
EA29515	3/17/2010	OMO	\$9,356	DELEAD	4/9/2010	history	OMO Complete
local law #1 violation : as per rc # and attached scope of work thoroughly remove all lead violations as per new york city administrative code 27-20							
EA27271	2/25/2010	OMO	\$124	GC	3/7/2010	cancel	No Access
public part - front areaway - demolish and remove existing broken, cracked defective concrete from front areaway. remove all loose materials prepa							
EA21671	1/7/2010	OMO	\$867	GC	5/24/2010	history	OMO Complete
apt. #2f, 1st. room from east:trace repair the concealed water leaks from ceilings of 1st room from east 2nd room from north (kitchen)/repair							
EA21073	12/31/2009	OMO	\$341	GC	1/20/2010	history	OMO Complete
apt #3j) at 1st window from west at north in the 1st room from north at fire escape : replace with new the broken glass to bottom sash, approx. 26"x30							
EA16627	11/16/2009	OMO	\$1,325	PLUMB	3/18/2010	history	OMO Complete
apt. #1b.trace and repair gas leak at kitchen :restore gas to stove.all debris must be removed and disposed appropriately. non-swp							
EA13633	10/20/2009	OMO	\$700	GC	11/9/2009	history	OMO Complete
(public area) at front court yard east section: replace with new the broken defective wire glass window pane. at 1st floor public hall stai							
E905315	8/6/2008	OMO	\$86	GC	9/19/2008	cancel	Refuse Access
at 3rd and 4th floor public hall: provide and install (2) new kalamein fire rated public hall windows with wire glass. includes integral teim, caulkin							
E821883	2/5/2008	OMO	\$86	HEAT	2/7/2008	cancel	Other
make all necessary repairs to #2 oil fired burner and restore to proper working order. restore heat to entire building.contractor must sign and r							
E820804	1/25/2008	OMO	\$3,868	UTIL	1/26/2008	history	Fuel Deliv
provide single fuel drop with prime and start #2 fuel fill tank. please report any problems immediately to esb fuel unit. (212) 863-8781							
E729534	5/4/2007	OMO	\$371	DELEAD	5/15/2007	history	Part Comp
local law #1 violation : as per hpd's abatement requirement contracts and attached scope of work thoroughly remove all lead violations as per new yor							
E623004	1/30/2006	OMO	\$91	GC	2/17/2006	cancel	LL Complied
(public area)remove and replace with new. the metal grating at building court yard approx 6 sq.ft.note: contractor must contact cordell (718)							
E623009	1/30/2006	OMO	\$91	GC	2/17/2006	cancel	Refuse Access
(public area)demo approx 10 sq.ft. of ceramic tiles floor at 2nd story west section in public hall. repair with similar materials note: contrac							
E614710	11/18/2005	OMO	\$91	GC	12/13/2005	cancel	Refuse Access
west bulkhead:replace w new the missing glass lites at the west bulkhead skylight. total of (10) panes approx. (160 sq. ft.) total area.contr							
E614493	11/17/2005	OMO	\$80	DELEAD	11/30/2005	history	OMO Complete
as per rc #2006001274402 (enviro-proba, inc.), perform total lead analysis of 17 dust wipe sample(s) via environmental protection agency (epa) sw845-							
E613477	11/4/2005	OMO	\$433	GC	11/21/2005	history	Part Comp
public area:replace existing broken skylight, including top and bottom screens and restoration approx. 60 sq. ft. remove all work related debris.							
E612007	10/24/2005	OMO	\$91	GC	11/9/2005	cancel	Refuse Access
(public area) at west section remove existing and install new skylight complete at roof bulkhead. approx. 7' x 14', repair leaking bulkhead roof and							
E611795	10/20/2005	OMO	\$91	GC	11/15/2005	cancel	Refuse Access
at west section: supply and install new marble nose treads at bulkhead landing total (1) and at 3rd to 4th floor intermediate landing total (1) at							
E611800	10/20/2005	OMO	\$433	GC	11/1/2005	history	OMO Complete
public hall west section supply and install new wire safety glass at 3rd to 4th intermediate landing lower window sash.							
E611807	10/20/2005	OMO	\$91	GC	1/26/2006	cancel	Refuse Access
supply and install a new steel handrail at steps of entrance at front courtyard right side.note: contractor must contact cordell (718) 636-3021							

## HPD Emergency Repairs Details (continued)

OMO #	Issue Date	Repair Type	Award Amt.	Category	Date Complete	Status	Reason
E611038	10/13/2005	OMO	\$16,340	DELEAD	12/9/2005	history	OMO Complete
local law #1 violation : as per secondary rc # 20050021342 (pdg) and attached scope of work thoroughly remove all lead violations as per new york cit							
E609420	9/26/2005	OMO	\$1,150	GC	11/21/2005	history	OMO Complete
apt #3c:repair the broken and defective plaster surface from ceilings. scrape plaster and paint entire ceiling's. (510 sq. ft.) at foyer , livingr							
E609422	9/26/2005	AOR	\$128	GC	12/31/1969	history	OMO Complete
apt.#3c:provide install (1) window guard at bathroom.							
E608007	9/13/2005	AOR	\$68	MISC	12/31/1969	cancel	No Access
apt # b bathroom: install 1 new marble saddle remove debris. keep saddle as low as possible. note must call 24 hrs in advance. to set up appointmen							
E605713	8/22/2005	OMO	\$83	DELEAD	8/28/2005	history	OMO Complete
as per rc #2005001338404 (enviro-probe inc). perform total lead analysis of 18 dust wipe sample(s) via environmental protection agency (epa) sw845-30							
E603828	8/2/2005	OMO	\$6,082	DELEAD	7/29/2005	history	OMO Complete
local law #1 violation : as per rc # 20050021374 (pdg) and attached scope of work thoroughly remove all lead violations as per new york city administ							
E602979	7/25/2005	AOR	\$71	GC	12/31/1969	history	OMO Complete
re-install two (2) window guards at master bedroom							
E525560	3/21/2005	OMO	\$23	DELEAD	4/15/2005	history	OMO Complete
as per rc #2005001338401 (enviro-probe inc). perform total lead analysis of 02 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E522171	2/17/2005	OMO	\$1,000	GC	4/4/2005	history	OMO Complete
locate and repair roof leak cascading down into bulkhead of bldg restore plaster ceiling, wall and paint to match. approx. 40 sq. ft remove all wor							
E519944	1/28/2005	AOR	\$139	PLUMB	12/31/1969	cancel	Refuse Access
reinstall marble saddle. repair leak at flushometer.							
E519622	1/27/2005	OMO	\$91	GC	2/22/2005	cancel	Refuse Access
public hall demo loose plaster and sheetrock in public hall 5 12 stories up and replace with new sheetrock, plaster and fire retardant material							
E507369	8/31/2004	OMO	\$57	DELEAD	9/19/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc). perform total lead analysis of 11 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505806	8/10/2004	OMO	\$3,322	DELEAD	9/22/2004	history	OMO Complete
erp ll 3bviolation:as per attached scope of work. rc # 2003002580302 (pdg) thoroughly remove all lead violations as per new york city health code sec							
E424150	5/17/2004	OMO	\$873	GC	6/10/2004	history	OMO Complete
apt 2d:find and repair all leaks affecting livingroom. demo sheetrock 30" x 60" and install new sheetrock. tape and compound, prime and paint at livi							
E407941	10/30/2003	AOR	\$0	GC	12/31/1969	cancel	Compl Refuse
replace ceramic floor tiles at 3rd story public hall in front of apt #2d trip hazard. aprox. 2 sq ft.							
E322780	5/15/2003	AOR	\$237	GC	12/31/1969	history	OMO Complete
(apt. #4h) reinstall (3) window guards with stops. remove all work related debris							
E222352	6/18/2002	AOR	\$413	GC	12/31/1969	history	OMO Complete
at bathroom (apt.#k) replace deteriorated vanity and top complete. and secure with wall. remove work debris.							
E219019	4/24/2002	AOR	\$0	GC	12/31/1969	cancel	LL Complied
(apt #k) in kitchen, bdrn and bthrm install wgs. stops and screws also, replace wg and install stops at lngrm window.							
E219021	4/24/2002	AOR	\$50	GC	12/31/1969	cancel	Refuse Access
(apt #4d) in bdrn #1, bdrn #2, bdrn #3, lngrm and bthrm replace wgs and install stops.							
E218783	4/19/2002	AOR	\$200	PLUMB	12/31/1969	history	OMO Complete
(apt.#k) replace and secure kitchen sink faucet.							
E212965	1/16/2002	AOR	\$395	GC	12/31/1969	history	OMO Complete
replace (1) broken marble nosing at 3rd floor public hallway stair, 8th marble tread. 2nd to 3rd story intermediate landing. remove work debris.							
E008768	6/24/1999	AOR	\$35	GC	12/31/1969	cancel	Refuse Access
remove chained padlocked gate to street at east fire passage way.							
E008143	6/4/1999	AOR	\$25	GC	12/31/1969	cancel	Refuse Access
apt.#h ext : install apartment door with insert . remove rubbish.							

## HPD Litigation History

Date Opened	Type	Status	Outstanding Judgment?
6/17/2010	Tenant Action	CLOSED	NO
5/27/2010	Access Warrant - Non-Lead	CLOSED	NO
1/28/2010	Comprehensive	CLOSED	NO
9/14/2009	Tenant Action	CLOSED	NO
12/3/2008	Heat and Hot Water	CLOSED	NO
11/12/2008	Tenant Action	CLOSED	NO
6/10/2008	Tenant Action	CLOSED	NO
6/6/2008	Tenant Action	CLOSED	NO
12/6/2007	Access Warrant - lead	CLOSED	NO
10/21/2005	Tenant Action	CLOSED	NO
8/23/2005	Tenant Action	CLOSED	NO

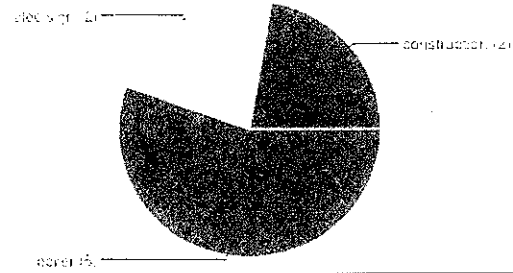


## DOB Exposure Summary

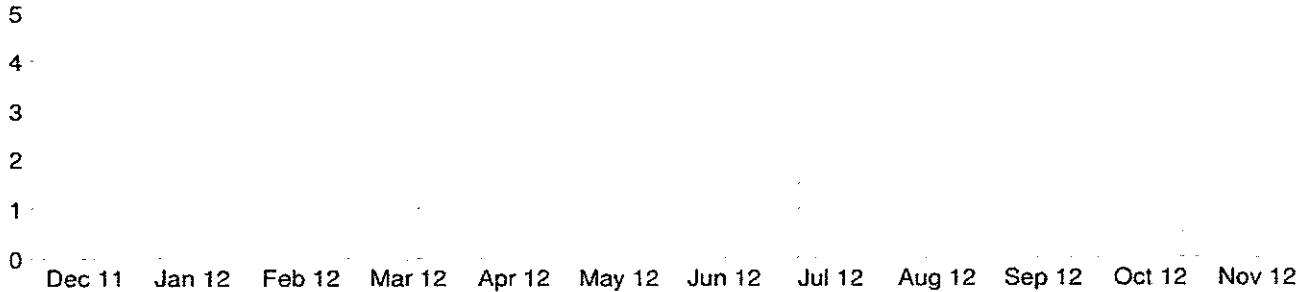
## DOB Violation Totals

Violations Currently Active: **4**Dismissed Violations: **5**New Violations This Month: **0**Open DOB Complaints: **0**

## DOB Violation Types



## DOB Violation History (12 Months)



## ECB Violation Details

## ECB Violation Totals

Not Complied:

**0**

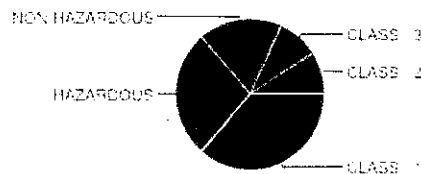
Total Penalty (12m):

**\$0**

Outstanding Balance:

**\$30,440**

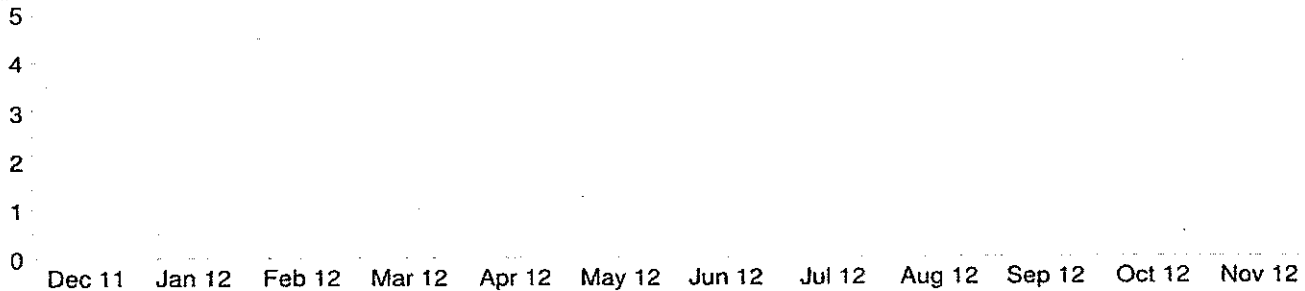
## ECB Violation Severity



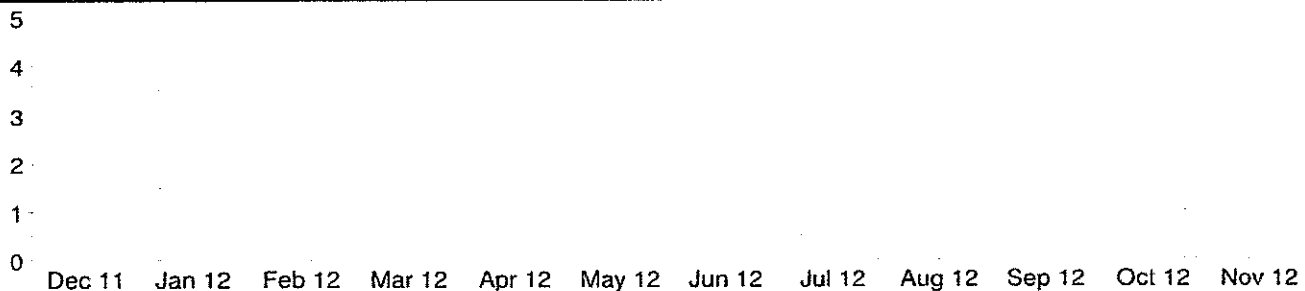
## ECB Violation Types



## ECB Violation Issue History (12 Months)



## DOB Complaint Activity History (12 Months)



### DOB Complaint # 2154252

DOB Complaint #	Category	Received Date	Priority	Status
2154252	PLUMBING-DEFECTIVE/LEAKING/NOT MAINTAINED	12/31/2010	C	RESOLVED
Details: THERE IS A LEAK INSIDE COMMERCIAL LOCATION, THAT PROPERTY OWNER IS REFUSING TO CORRECT. THERE ARE 2 LEAKS INSIDE OF THE STORE				
Disposition: 3/30/2011 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT				

### DOB Complaint # 2147865

DOB Complaint #	Category	Received Date	Priority	Status
2147865	FDNY REFERRAL - PILOT	7/21/2010	B	RESOLVED
Details: EXPOSURE				
Disposition: 8/19/2010 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION THERE ARE NO CAPSTONES MISSING OR BROKEN AT ROOF				

### DOB Complaint # 2138917

DOB Complaint #	Category	Received Date	Priority	Status
2138917	PLUMBING-DEFECTIVE/LEAKING/NOT MAINTAINED	12/9/2009	C	RESOLVED
Details: CALLER STS THE HEATING PIPES IN CEILING OF BUILDING IS LEAKING WATER FOR PAST 2WKS. CALLER STS THIS IS A CHRONIC PROBLEM AND THE CEILING IS STARTING TO FALL DUE TO WATER DAMAGE				
Disposition: 1/6/2010 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VAIOLTION WARRANT/ NO PIPES BEING AT TIME OF INSPECTION/ PIPES FIXED BY KIND LORD AS PER STORE OWNER				

### DOB Complaint # 2138981

DOB Complaint #	Category	Received Date	Priority	Status
2138981	EGRESS - LOCKED/BLOCKED/IMPROPER/NO SECONDARY MEANS	10/28/2009	A	RESOLVED
Details: EXIT PASSAGEWAY UNOBSTRUCTED				
Disposition: 10/28/2009 - A1 - BUILDINGS VIOLATION(S) SERVED (HAZ) ALTERNATE SERVICE FOR CORPORATION VIOLATION. EXTERIOR FIRE PASSAGEWAY IS BLOCKED BY PADLOCKED GATE				

### DOB Complaint # 2136886

DOB Complaint #	Category	Received Date	Priority	Status
2136886	BOILER - DEFECTIVE / INOPERATIVE / NO PERMIT	10/16/2009	B	CLOSED
Details: BOILER IS NOT WORKING IN APARTMENT BUILDING BOILER HAVENTBEEN WORKING SINCE WEDNESDAY				
Disposition: 5/25/2010 - C2 - INSPECTOR UNABLE TO GAIN ACCESS - 2ND ATTEMPT NO ACCESS				

### DOB Complaint # 2136481

DOB Complaint #	Category	Received Date	Priority	Status
2136481	ELECTRICAL WIRING - DEFECTIVE / EXPOSED, IN PROGRESS	10/6/2009	B	RESOLVED
Details: THE OUTLET IN THE BEDROOM SPARKS WHEN IN USE. THIS ISSUE HAS BEEN GOING FOR MORE THAN ONE YR				
Disposition: 12/3/2009 - A1 - BUILDINGS VIOLATION(S) SERVED VIOL TO OWNER				

### DOB Complaint # 2132274

DOB Complaint #	Category	Received Date	Priority	Status
2132274	EGRESS - LOCKED/BLOCKED/IMPROPER/NO SECONDARY MEANS	6/27/2009	A	RESOLVED
Details: FAILURE TO PROVIDE UNOBSTRUCTED EXIT PASSAGEWAY				
Disposition: 6/27/2009 - A1 - BUILDINGS VIOLATION(S) SERVED (HAZ) ALTERNATE SERVICE FOR CORPORATION VIOLATION FAILURE TO PROVIDE UNOBSTRUCTED EXIT PASSAGEWAY				

### DOB Complaint # 2131369

DOB Complaint #	Category	Received Date	Priority	Status
2131369	EGRESS - LOCKED/BLOCKED/IMPROPER/NO SECONDARY MEANS	6/14/2009	A	RESOLVED
Details:	FRONT DOOR EXIT IS JAMMED WILL NOT OPEN NO OTHER MEANS OF EGRESS, MADE SEVERAL COMPLAINTS TO BUILDING MGMT			
Disposition:	6/14/2009 - A8 - ECB VIOLATION SERVED ECB VIOLATION ISSUED			

### DOB Complaint # 2124311

DOB Complaint #	Category	Received Date	Priority	Status
2124311	EGRESS - LOCKED/BLOCKED/IMPROPER/NO SECONDARY MEANS	12/29/2008	A	RESOLVED
Details:	CALLER STS NO SECOND MEANS OF EGRESS TO THE BACK AND SIDE ALLEY BECAUSE THE PASSAGE WAY IS PAD LOCK AND BLOCK BY GARBAGE ABOUT 8FT TALL PLS INVESTIGATE			
Disposition:	12/30/2008 - A8 - ECB VIOLATION SERVED SIDE FIRE PASSAGE WAY OBSTRUCTED BY GARBAGE PADLOCK			

### DOB Complaint # 2121699

DOB Complaint #	Category	Received Date	Priority	Status
2121699	PERMIT - NONE (BUILDING/ PA/ DEMO ETC.)	10/29/2008	B	RESOLVED
Details:	CALLER STATES THAT THERE IS ILLEGAL CONSTRUCTION WORK BEING DONE WITHOUT ANY PERMITS			
Disposition:	11/6/2008 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION UNABLE TO LOCATE. NO LOCATION OR DESCRIPTION OF WORK GIVEN BUILDING HAS 24 APARTMENTS			

### DOB Complaint # 2121698

DOB Complaint #	Category	Received Date	Priority	Status
2121698	ELECTRICAL WORK UNLICENSED / ILLEGAL / IMPROPER IN PROGRESS	10/29/2008	B	RESOLVED
Details:	CALLER STATES THAT THERE IS ILLEGAL ELECTRICAL WORK BEING DONE CALLER STATES THAT THE WORKERS ARE UNLICENSED AND THERE ARE NO PERMITS. THIS IS THROUGHT THE ENTIRE BUILDING			
Disposition:	10/30/2008 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO FURTHER ACTION			

### DOB Complaint # 2120694

DOB Complaint #	Category	Received Date	Priority	Status
2120694	FAILURE TO MAINTAIN	10/1/2008	C	RESOLVED
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL			
Disposition:	10/1/2008 - A1 - BUILDINGS VIOLATION(S) SERVED (HAZ) ALTERNATE SERVICE FOR CORPORATION VIOLATION SERVED			

### DOB Complaint # 2113331

DOB Complaint #	Category	Received Date	Priority	Status
2113331	FAILURE TO MAINTAIN	4/25/2008	C	RESOLVED
Details:	CLR STS HE IS THE OWNER OF THE STORE AND THERE IS A CONSTANT WATER LEAK INSIDE THE STORE FROM THE ABOVE APTS THAT THE LANDLORD OR SUPER WON			
Disposition:	4/29/2008 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED			

### DOB Complaint # 2112355

DOB Complaint #	Category	Received Date	Priority	Status
2112355	WALL/RETAINING WALL - BULGING/CRACKED	4/4/2008	B	RESOLVED
Details:	DEFECTIVE PARAPET WALL			
Disposition:	4/4/2008 - A9 - ECB & BUILDINGS VIOLATIONS SERVED BRICK WALL IS IN DANGER OF COLLAPSING ABOVE STORE ENTRANCE - VACATE ORDER SUBMITTED			

### DOB Complaint # 2109458

DOB Complaint #	Category	Received Date	Priority	Status
2109458	BOILER - DEFECTIVE / INOPERATIVE / NO PERMIT	1/26/2008	B	RESOLVED
Details:	CALLER STS THE BOILER HAS BEEN BROKEN FOR A NUMBER OF DAYS AND NEEDS TO BE INSPECTED			
Disposition:	5/22/2008 - A1 - BUILDINGS VIOLATION(S) SERVED BOILER INSPECTED, VIOLATION ISSUED			

### DOB Complaint # 2077673

DOB Complaint #	Category	Received Date	Priority	Status
2077673	ELECTRICAL WIRING - DEFECTIVE / EXPOSED, IN PROGRESS	11/8/2005	B	RESOLVED
Details:	CALLR STS JUST RENTED GROUND LEVEL SPACE AND THERE ARE NOELECTRICAL WIRE BOX FOR THE STORE TO HAVE ELECTRICITY HOOK-UP, ONLYONE ELECTRICAL METER NOT IN USE LOCATED IN THE BASEMENT			
Disposition:	11/15/2005 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO FURTHER ACTION NECESSARY BASE UPON PHYSICAL OBSER:			

### DOB Complaint # 2054834

DOB Complaint #	Category	Received Date	Priority	Status
2054834	BUILDING SHAKING/VIBRATING/STRUCT STABILITY AFFECTED	9/30/2003	A	CLOSED
Details:	APT 2D/ 3RD FL OF ABOVE LOCATION BATHROOM FLOOR IS SAGGINGMOVING/ DUE FROM FIRE IN APT 1D/ FIRE INSPECTOR SUGGESTED TENANT NOTWALK TOO HARD ON FLOOR			
Disposition:	10/10/2003 - C2 - INSPECTOR UNABLE TO GAIN ACCESS - 2ND ATTEMPT NO RESPONSE TO INTERCOM			

### DOB Complaint # 2049630

DOB Complaint #	Category	Received Date	Priority	Status
2049630	BUILDING SHAKING/VIBRATING/STRUCT STABILITY AFFECTED	12/19/2002	A	RESOLVED
Details:	PARAPIT WALL LEANING IN THE FRONT OF THE BUILDING			
Disposition:	12/19/2002 - A9 - ECB & BUILDINGS VIOLATIONS SERVED PARAPET WALLS DEFECTIVE			

### DOB Complaint # 2035563

DOB Complaint #	Category	Received Date	Priority	Status
2035563	STOREFRONT OR BUSINESS SIGN/AWNING/MARQUEE/CANOPY _ ILLEGAL	8/28/2000	C	RESOLVED
Details:	HAVING INSTALLED AN AWNING WITHOUT A PERMIT			
Disposition:	8/29/2000 - A1 - BUILDINGS VIOLATION(S) SERVED DOB VIOLATION			

### DOB Complaint # 2035556

DOB Complaint #	Category	Received Date	Priority	Status
2035556	STOREFRONT OR BUSINESS SIGN/AWNING/MARQUEE/CANOPY _ ILLEGAL	8/28/2000	C	RESOLVED
Details:	INSSTALLED AWNING/SIGNAGE WITHOUT PERMIT			
Disposition:	8/29/2000 - A1 - BUILDINGS VIOLATION(S) SERVED DOB VIOLATION, DISMISSAL DENIED (03/09/2001) EXISTING SIGN, PARALLELL SIGN STILL ON			

## DOB Violations Details

Violation #	Issue Date	Vio Type	Category	Disp. Date	Status
6993	1/1/2009	LL6291 - boiler	V - violation		Active
5846	1/3/2008	LL6291 - boiler	V - violation		Active
07223	1/19/2007	LL6291 - boiler	V - violation		Active
06841	1/6/2006	LL6291 - boiler	V - violation		Active
ZSTF12YC	8/29/2000	C - construction	V - violation	5/24/2001	Dismissed
ZSTF11YC	8/29/2000	C - construction	V - violation	2/8/2001	Dismissed
01876	5/17/1993	LL6291 - boiler	V - violation	11/8/2001	Dismissed
ST04W(4826)	12/7/1990	ES - elec sign	V - violation	4/23/2001	Dismissed
V* 120790ESST04W(4826)	12/7/1990	ES - elec sign	V - violation		Removed



### ECB Violation # 34818104R

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34818104R / 102809CSTFMS03	CONSTRUCTION - construc	CLASS - 3	CLASS - 3	Not Complied
Details:	FAILURE TO MAINTAIN BLDG WALLS OR APPURTENANCES NOTE: BROKEN CRACKED DEFECTIVE WALKING SURFACE AT FRONT COURTYD REMEDY:MAINTAIN & REPAIR DEFECT			
Exposure:	Penalty \$500	Amount Paid \$0	Balance \$500	
Dates:	Issue Date 10/28/2009	Date Served 10/28/2009	Hearing Date / Time 8/6/2010 10:30 AM	
Infraction:	Infraction Code 304	Section Number 28-302.1	Description	

### ECB Violation # 34792401K

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34792401K / 062709C12JG05	CONSTRUCTION - construc	CLASS - 1	CLASS - 1	Not Complied
Details:	FAILURE TO MAINTAIN BUILDING IN CODE-COMPLIANT MANNER. 1- RUSTING FIRESCAPES. 2- BROKEN/CRACK FRONT STEPS LANDING. 3- HARDWARE IN SIDE ALLEY BROKEN & PADLOCKED. 4- A/C WINDOW UNITS SUPPORTED BY WOOD AND/OR BRI			
Exposure:	Penalty \$5,000	Amount Paid \$0	Balance \$5,000	
Dates:	Issue Date 6/27/2009	Date Served 6/27/2009	Hearing Date / Time 10/16/2009 10:30 AM	
Infraction:	Infraction Code 102	Section Number 28-301.1	Description	

### ECB Violation # 34792402M

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
4792402M / 062709C12JG06	CONSTRUCTION - construc	CLASS - 1	CLASS - 1	Not Complied
Details:	FAILURE TO PROVIDE UNOBSTRUCTED EXIT PASSAGEWAY. 1-SIDE EXTERIOR FIREPASSAGEWAY IS BLOCKED BY PADLOCKED GATE.2-EXCESSIVE GARBAGE & DEBRIS.4-FLOWER POTS ON FIRE ESCAPE (6/27/09).REMEDY:IMMEDIATELY MAKE SAFE -RE			
Exposure:	Penalty \$6,000	Amount Paid \$0	Balance \$6,000	
Dates:	Issue Date 6/27/2009	Date Served 6/27/2009	Hearing Date / Time 12/18/2009 8:30 AM	
Infraction:	Infraction Code 127	Section Number 27-369,BC 1020.2	Description	

### ECB Violation # 34755599M

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34755599M / 061409CNEGA01	CONSTRUCTION - construc	CLASS - 2	CLASS - 2	Not Complied
Details:	FAILURE TO MAINTAIN BUILDING IN CODE COMPLAINT MANNER. DEFECT: FRONTENTRANCEWAY DOOR AT WEST DOES NOT OPEN FREELY & ADEQUATELY FROM INTERIOR PUBLIC HALL AT LOBBY AT TIME OF INSPECTION. REM: REPAIR AND REPLACE			
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 6/14/2009	Date Served 6/14/2009	Hearing Date / Time 9/25/2009 8:30 AM	
Infraction:	Infraction Code 202	Section Number 28-301.1	Description	

### ECB Violation # 34735972N

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
4735972N / 123008C12SC01	CONSTRUCTION - construc	CLASS - 1	CLASS - 1	Not Complied
Details:	FAILURE TO PROVIDE UNOBSTRUCTED EXIT PASSAGEWAY.SIDE EXTERIOR FIRE PASSAGEWAY IS BLOCKED BY A PADLOCKED GATE & EXCESSIVE GARBAGE & DEBRIS.REMEDY:IMMEDIATELY REMOVE OBSTRUCTIONS.			
Exposure:	Penalty \$6,000	Amount Paid \$0	Balance \$6,000	
Dates:	Issue Date 12/30/2008	Date Served 12/30/2008	Hearing Date / Time 4/3/2009 10:30 AM	
Infraction:	Infraction Code 127	Section Number 27-369,BC 1020.2	Description	

### ECB Violation # 34712131R

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34712131R / 100108CSTFLW03	CONSTRUCTION - construc	CLASS - 1	CLASS - 1	Not Complied
Details:	FAILURE TO MAINTAIN BUILDING WALL OR APPURTENANCES. NOTE: BRICK WORK ON THE LEFT SIDE OF THE ENTRANCE TO THE 1ST FLR STORE HAS DEVELOPED SEVERE STRESS CRACKS. MOVEMENT OF BRICKS ALSO OBSERVED OVER THE ENTRANCE			
Exposure:	Penalty \$5,000	Amount Paid \$0	Balance \$5,000	
Dates:	Issue Date 10/1/2008	Date Served 4/27/2009	Hearing Date / Time 6/19/2009 8:30 AM	
Infraction:	Infraction Code 104	Section Number 28-302.1	Description	

### ECB Violation # 32055973N

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
J55973N / 052108BMD1487001	BOILER - boiler	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	27-127 16 32A 40 42 46 50 50A 50B 50 TWO NUMBER 67 LOW WATER CUT OFF ON ON 1/2 RIPPLE 50A SMOKE PIPE SECURED WITH (BAND) IRON 50B MISSING AIR GAP ON BACKFLOW AND DISCHARGE PIPE			
Exposure:	Penalty \$2,500	Amount Paid \$360	Balance \$2,140	
Dates:	Issue Date 5/21/2008	Date Served 5/21/2008	Hearing Date / Time 7/18/2008 10:30 AM	
Infraction:	Infraction Code B4A	Section Number 27-127	Description Failure to maintain boiler	

### ECB Violation # 34614954Z

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34614954Z / 042908P12RT02	PLUMBING - plumbing	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	USE OR INSTALATION OF PLUMBING MATERIALS WHICH DO NOT COMPLY WITH RS-Y6 SAW THAT AT LOCATION A FERNCO COUPLINK WAS USED IN A LEAK REPAIR. REMEDY: REMOVE NON-COMPLING MATERIAL.			
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 4/29/2008	Date Served 4/29/2008	Hearing Date / Time 8/28/2009 8:30 AM	
Infraction:	Infraction Code BC1	Section Number 27-902	Description Use or installation of plumbing materials or equipment which do not comply with RS-16.	

### ECB Violation # 34614805P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34614805P / 040408C12SC01	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL. DEFECT IS: BRICK WALL IS CRACKED, BULGING AND IN DANGER OF COLLAPSE AT 1ST STORY ABOVE ENTRANCETO CORNER STORE. REMEDY: VACATE STORE IMMEDIATELY PROVIDE PARTIAL CLOS			
Exposure:	Penalty \$800	Amount Paid \$0	Balance \$800	
Dates:	Issue Date 4/4/2008	Date Served 4/8/2008	Hearing Date / Time 9/12/2008 10:30 AM	
Infraction:	Infraction Code B6A	Section Number 27-127	Description Failure to maintain exterior building wall-hazardous	

### ECB Violation # 34385624J


ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34385624J / 031203C12BL01	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Cert Accepted
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL. DEFECTS ARE: BRICKS WALLS ARE OUT OF PLUMB-BLDG AND BRICK MORTOR MISSING AND SPALLING. THROUGHOUTSIX FLOOR. REMEDY: OBTAIN ALL NECESSARY PERMIT AND MAKE ALL REPAIRS			
Exposure:	Penalty \$880	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 3/12/2003	Date Served 3/12/2003	Hearing Date / Time	
Infraction:	Infraction Code B6A	Section Number 27-127	Description Failure to maintain exterior building wall-hazardous	

### ECB Violation # 34387410N


ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34387410N / 121902C12BL02	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Cert Accepted
Details:	FAILURE TO MAINTIAN EXTERIOR BUILDING WALL. DEFECTS ARE : BRICK PARAPET WALLS, ARE OUT OF PLUMB - BULGING, BRICK MORTOR MISSING AND SPALLINGTHROUGHOUT SIX FLOOR WINDOWS BRICK WORK IS BULGING IN VARIOUS LOCATION			
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 12/19/2002	Date Served 12/19/2002	Hearing Date / Time 2/7/2003 10:30 AM	
Infraction:	Infraction Code B6A	Section Number 27-127	Description Failure to maintain exterior building wall-hazardous	

## Building Code Compliance Summary

## DOB Boiler Compliance

Device #	Annual Inspection	Latest City Inspection
14870-01	 <div>Nov 14th, 2011</div> <div>NO DEFECTS</div>	<div>May 21st, 2010</div> <div>C#2136886 NO ACCESS</div>

## DEP Boiler Registration

Application #	Issue Date	Expire Date	Current Status
CA085373P	Jul 9th, 1999	Jul 1st, 2001	

## DOB Facade Compliance

*There are no facade records for this building.*

## DOB Elevator Compliance

*There are no elevator records for this building.*

## Building Code Compliance Detail

## DEP Boiler Records

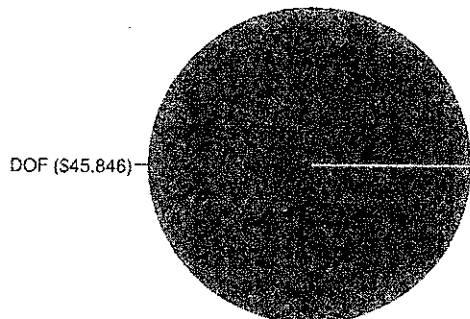
DEP Number	Issue Date	Expire Date	Certificate Type	Make / Model	# Units	Fuel	Secondary
CA085073P	7/9/1999	7/1/2001	CERT. TO OPERATE	ROCKMILLS MP 125	1	NO. 4 OIL	
14870-01		11/14/2011		BENDJOUYA MICHAEL			NO DEFECTS
14870-01		9/23/2010		COPPOLA MICHAEL			NO DEFECTS
14870-01		5/21/2010		M, DIBONO 2157 (CY)			DOB COMPLAINT
14870-01		11/12/2009		COPPOLA MICHAEL			NO DEFECTS
14870-01		5/21/2008		MELILLO 2214(CR)			ECB VIOLATION
14870-01		12/15/2004		ROSE ROBERT			OTHER
14870-01		7/22/2004		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14870-01		10/6/2003		COMER KEVIN			NO DEFECTS
14870-01		8/27/2003		BERLINGER 1936 (CB)			OTHER
14870-01		6/3/2002		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14870-01		8/27/2001		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14870-01		6/23/2000		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14870-01		10/29/1999		MASINI BRUNO			NO DEFECTS
14870-01		12/22/1998		MULLIGAN JOHN			NO DEFECTS
14870-01		12/11/1997		MULLIGAN JOHN			NO DEFECTS
14870-01		12/23/1996		MULLIGAN JOHN			NO DEFECTS
14870-01		12/5/1995		MULLIGAN JOHN			NO DEFECTS
14870-01		12/26/1994		MULLIGAN JOHN			NO DEFECTS
14870-01		12/23/1993		MULLIGAN JOHN			NO DEFECTS
14870-01		12/29/1992		MULLIGAN JOHN			NO DEFECTS



Current Balance: **\$45,846**

Current Water Balance: **\$130,200**

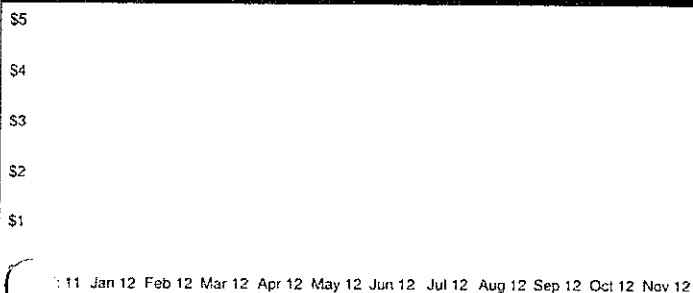
### DOF Current Open Charges by Type



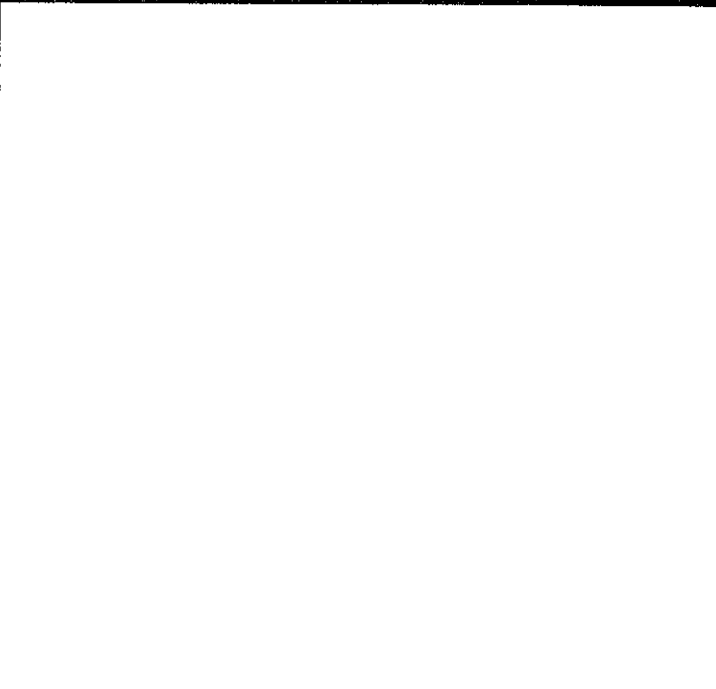
### DOF Payment Totals By Type - Past Year

There are no DOF payments available for the past 12 months.

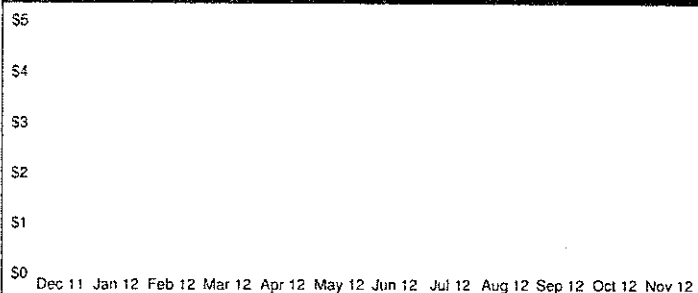
### DOF Payments - Past 12 Months



### Recent Payments

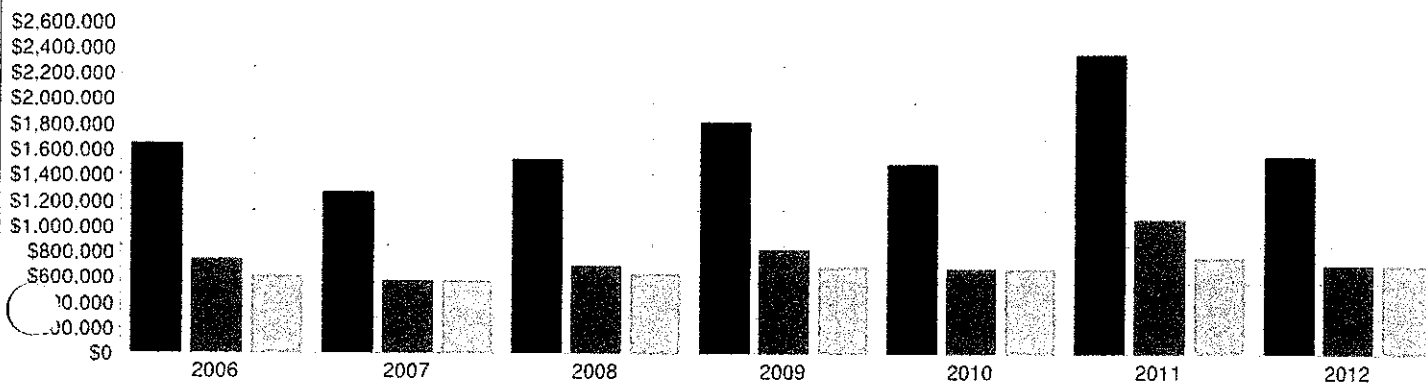


### Water Payments - Past 12 Months



### Property Value

☒ Market Value
 ☐ Assessed Value
 ☐ Taxable Value



Department of Finance Detail  
Pg 149 of 206

## DOF Open Charges

Account	Period Date	Due Date	Amount	Interest	Discount	Total
DOF - Property Tax	1/1/2013	1/1/2013	\$45,846.40	\$0.00	\$0.00	\$45,846.40

## Open Water Charges

Account	Charge Type	Charge Amount
3000222840001	Late Payment Fee	\$4,920.20
3000222840001	Utility	\$83,004.88
222839001	Other	\$50.00
222839001	Utility	\$35,395.97
222839001	Late Payment Fee	\$6,829.43



## HPD

### Complaints

Open Complaints: **6**  
Total Complaints: **283**  
CVR: **68.5%**

### Violations

Open Violations: **223**  
Open C Class: **28**  
VPU: **3.10**

### Emergency Repairs

Active Repairs: **0**  
Repairs Balance: **\$0**  
Repairs Paid (12M): **\$0**

### Litigation

Current Open Cases: **0**  
Comprehensive: **0**  
Closed Cases (12M): **10**

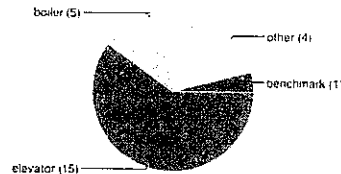
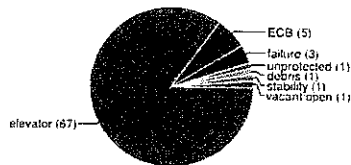
## DOB

### Complaints

Open Complaints: **0**  
Urgent Complaints: **0**  
Total Complaints: **79**

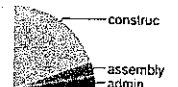
### Violations

Open Violations: **17**  
Violations (12M): **1**



## ECB

Open Violations: **26**  
Total Penalty(12M): **\$1,500**  
Outstanding Balance: **\$70,880**



## WATER

Open Balance: **\$126,082**  
Total Payments (12M): **\$0**  
\$\$ Per Unit: **n/a**



## COMPLIANCE

### Elevator



### Boiler



### DEP Boiler



### Facade

## DOF

Current Open Charges: **\$242,541**

Total Payments (12M): **\$0**

Market Value: **\$2,404,000**

Assessed Value: **\$1,081,800**

Tax Value: **\$1,081,800**



## Charges By Agency

### DOF

# Charges	Balance	Payments (12m)
3	\$239,683	\$0

### HPD

# Charges	Balance	Payments (12m)
3	\$1,014	\$0

### DHCR

# Charges	Balance	Payments (12m)
1	\$978	\$0

### DOB

# Charges	Balance	Payments (12m)
5	\$563	\$0

# Charges	Balance	Payments (12m)
2	\$302	\$0

## Department of Housing Preservation and Development

## Violation Totals

## HPD Complaints:

Open Complaints: **6**Total Complaints: **283**Violation Ratio (CVR): **68.5%**

## HPD Violations:

Open Violations: **223**Open C Class: **28**Violations Per Unit (VPU): **3.10**

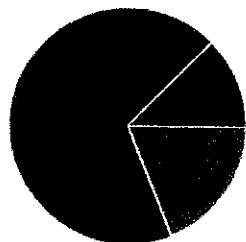
## HPD Emergency Repairs:

Active Emergency Repairs: **0**Active ERP Award Amount: **\$0**Total Repairs Paid: **\$0**

## Violations by Unit

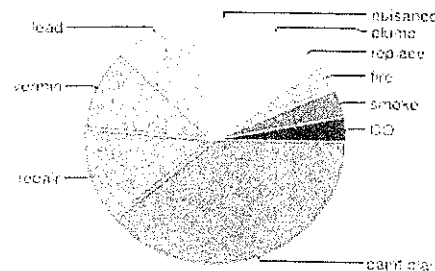
Apt.	Class A	B	C	Total
1K	16	47	1	64
4J	2	19		21
1E	5	5	3	13
6F		9	1	10
3B	6	3	1	10
5A		10		10
-	7	3		10
5C		8	1	9
5D	1	8		9
1H	2	4	2	8
6B		7		7
4K			6	6
4M		6		6
4H		3	2	5
6D		4		4
3H			3	3
H		2	1	3
1J		3		3
3F		3		3
1G	1	2		3
3K		1	1	2
4G		1	1	2
2A		2		2
5L			1	1
6M			1	1
6G			1	1
1D			1	1
3L			1	1
1A		1		1
6C		1		1
1F		1		1
1C	1			1
5B	1			1

## Violation Classes

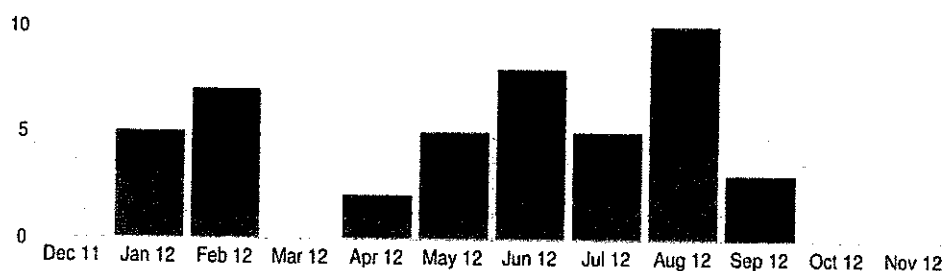


■ class A ■ class B ■ class C

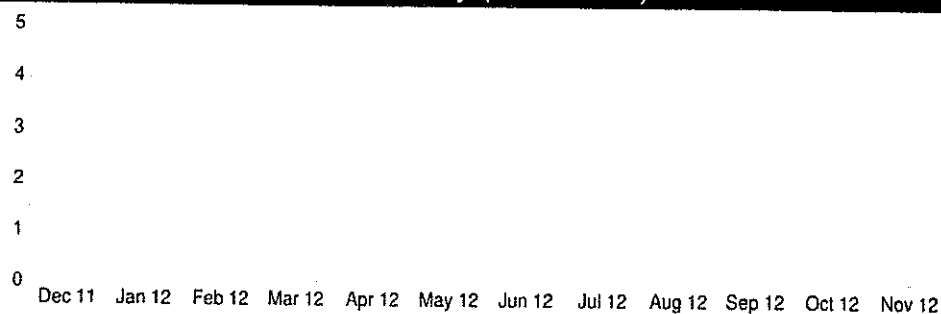
## Violation Types



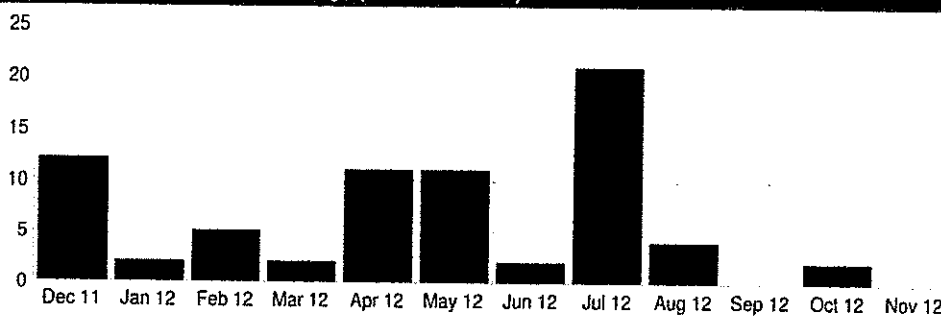
## Violation History by Class (12 Months)



## Emergency Repairs Count History (12 Months)



## Complaints Count History (12 Months)





## HPD Complaint Details

Complaint #	Date	Apt	Condition	Detail	Location	Status
6098139	10/13/2012	NA	HEAT	NO HEAT	ENTIRE BUILDING	closed
6097709	10/12/2012	NA	HEAT	NO HEAT	ENTIRE BUILDING	closed
6060175	8/17/2012	4J	WALLS	CRACKED	BATHROOM	violation
6060175	8/17/2012	4J	CEILING	BULGING/LOOSE	BATHROOM	violation
6060175	8/17/2012	4J	WALLS	BULGING	LIVING ROOM	violation
6060175	8/17/2012	4J	WALLS	CRACKED	LIVING ROOM	violation
6045879	7/30/2012	1K	VERMIN	OTHER	BEDROOM	closed
6045879	7/30/2012	1K	WATER-LEAKS	CEILING	LIVING ROOM	closed
6045879	7/30/2012	1K	WATER-LEAKS	CEILING	KITCHEN	closed
6045864	7/30/2012	1K	FLOOR	LARGE HOLE	BEDROOM	violation
6045864	7/30/2012	1K	RADIATOR	RADIATOR-LEAK	ENTIRE APT	closed
6045864	7/30/2012	1K	VERMIN	MICE	BEDROOM	violation
6045864	7/30/2012	1K	WATER-LEAKS	CEILING	KITCHEN	violation
6045864	7/30/2012	1K	WATER-LEAKS	CEILING	LIVING ROOM	violation
6045879	7/30/2012	1K	VERMIN	MICE	ENTIRE APT	closed
6045879	7/30/2012	1K	WATER-LEAKS	CEILING	BATHROOM	closed
6045879	7/30/2012	1K	WATER-LEAKS	CEILING	BEDROOM	closed
6045864	7/30/2012	1K	RADIATOR	SUMMER HEAT	ENTIRE APT	closed
6045864	7/30/2012	1K	VERMIN	RATS	BEDROOM	closed
6045864	7/30/2012	1K	WATER-LEAKS	CEILING	BATHROOM	violation
6036672	7/18/2012	1J	CEILING	HOLE	BEDROOM	violation
6036672	7/18/2012	1J	VERMIN	OTHER	BEDROOM	violation
6036672	7/18/2012	1J	CEILING	COLLAPSING	BEDROOM	violation
6034622	7/13/2012	1K	FLOOR	LARGE HOLE	BEDROOM	closed
6034622	7/13/2012	1K	RADIATOR	RADIATOR-LEAK	ENTIRE APT	closed
6034622	7/13/2012	1K	VERMIN	MICE	ENTIRE APT	closed
6034622	7/13/2012	1K	VERMIN	OTHER	BEDROOM	closed
6014325	6/16/2012	1K	VERMIN	OTHER	ENTIRE APT	closed
6010097	6/13/2012	5K	VERMIN	BEDBUGS	ENTIRE APT	violation
5991766	5/17/2012	1K	FLOOR	FLOOR-TORN	KITCHEN	violation
5991766	5/17/2012	1K	MOLD	MOLD	BATHROOM	violation
5991766	5/17/2012	1K	WATER-LEAKS	CASCADING	KITCHEN	violation
5991766	5/17/2012	1K	FLOOR	FLOOR-TORN	BATHROOM	violation
5991766	5/17/2012	1K	WALLS	BULGING	BATHROOM	violation
5991766	5/17/2012	1K	WATER-LEAKS	CEILING	BEDROOM	violation
5979184	5/2/2012	4J	VERMIN	MICE	ENTIRE APT	violation
5979184	5/2/2012	4J	CABINETS	DEFECTIVE	KITCHEN	violation
5979184	5/2/2012	4J	ELEVATOR	DIRTY / UNSAN	ENTIRE BUILDING	closed
5979184	5/2/2012	4J	WATER-SUPPLY	NO-HOT- WATER	BATHROOM	closed
5979184	5/2/2012	4J	WATER-LEAKS	CEILING	BATHROOM	violation
5971347	4/24/2012	1K	MOLD	MOLD	PRIVATE HALL	closed
5971347	4/24/2012	1K	MOLD	MOLD	LIVING ROOM	closed
5971347	4/24/2012	1K	WALLS	PEELING	ENTIRE APT	closed
5971347	4/24/2012	1K	WATER-LEAKS	CEILING	ENTIRE APT	closed
5971347	4/24/2012	1K	WATER-LEAKS	CONT ABOVE APT	ENTIRE APT	closed
5971347	4/24/2012	1K	CEILING	PLASTER PEELING	ENTIRE APT	closed
5971347	4/24/2012	1K	MOLD	MOLD	BEDROOM	closed
5971347	4/24/2012	1K	MOLD	MOLD	KITCHEN	closed
5971347	4/24/2012	1K	WATER-LEAKS	WATER-LINE	ENTIRE APT	closed
5968871	4/22/2012	1H	WATER-LEAKS	CONT ABOVE APT	LIVING ROOM	closed
5968871	4/22/2012	1H	FLOOR	BROKE / DEF	LIVING ROOM	violation
5951437	3/31/2012	4J	WATER-LEAKS	CONT ABOVE APT	BATHROOM	closed
5948646	3/28/2012	5K	VERMIN	BEDBUGS	ENTIRE APT	closed
5907628	2/18/2012	4M	VERMIN	MICE	ENTIRE BUILDING	violation
5907628	2/18/2012	4M	BATHTUB	CHIPPING/ERODE	BATHROOM	violation
5907628	2/18/2012	4M	WALLS	PAINT DIRTY	ENTIRE APT	violation
5907628	2/18/2012	4M	WALLS	PEELING	ENTIRE APT	violation
5907628	2/18/2012	4M	VERMIN	MICE	ENTIRE APT	violation

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5832427	1/3/2012	4J	VERMIN	RATS	ENTIRE APT	closed
5832427	1/3/2012	4J	WATER-LEAKS	CONT ABOVE APT	BATHROOM	violation
5818488	12/26/2011	BLDG	HEAT	NO HEAT	ENTIRE BUILDING	closed
5815943	12/23/2011	5A	HEAT	NO HEAT	ENTIRE APT	closed
5815598	12/23/2011	1K	BASIN/SINK	FAUCET-BROKEN	KITCHEN	violation
5815598	12/23/2011	1K	WALLS	HOLE	LIVING ROOM	violation
5815598	12/23/2011	1K	VERMIN	RATS	ENTIRE APT	closed
5815598	12/23/2011	1K	WALLS	HOLE	BATHROOM	violation
5815598	12/23/2011	1K	WALLS	HOLE	KITCHEN	closed
5778802	12/1/2011	1K	BASIN/SINK	FAUCET-BROKEN	KITCHEN	closed
5778802	12/1/2011	1K	VERMIN	RATS	ENTIRE APT	closed
5778802	12/1/2011	1K	WALLS	HOLE	KITCHEN	closed
5778802	12/1/2011	1K	WALLS	HOLE	LIVING ROOM	closed
5778802	12/1/2011	1K	WALLS	HOLE	BATHROOM	closed
5740735	11/3/2011	1M	FLOOR	BROKE / DEF	KITCHEN	closed
5740735	11/3/2011	1M	LOCKS	BROKEN-DEFECT	ENTRANCE	closed
5740735	11/3/2011	1M	LIGHTING	DIMS	PRIVATE HALL	closed
5723716	10/28/2011	1E	ELEC/GAS-RANGE	PILOT LIGHT INO	KITCHEN	closed
5724680	10/28/2011	5D	CEILING	PLASTER PEELING	LIVING ROOM	violation
5723716	10/28/2011	1E	FLOOR	LARGE HOLE	BATHROOM	closed
5723716	10/28/2011	1E	LOCKS	BROKEN-DEFECT	BATHROOM	closed
5723716	10/28/2011	1E	VERMIN	MICE	ENTIRE APT	violation
5724680	10/28/2011	5D	CEILING	PLASTER PEELING	BEDROOM	violation
5723716	10/28/2011	1E	HEAT	NO HEAT	ENTIRE APT	closed
5724680	10/28/2011	5D	WALLS	HOLE	KITCHEN	violation
5706328	10/14/2011	1K	VERMIN	RATS	LOBBY	closed
5706328	10/14/2011	1K	VERMIN	RATS	ENTIRE APT	closed
5706328	10/14/2011	1K	WALLS	HOLE	BATHROOM	violation
5706328	10/14/2011	1K	WATER-LEAKS	CONT ABOVE APT	PRIVATE HALL	closed
5706328	10/14/2011	1K	WATER-LEAKS	ROOF-LEAK	FOYER	closed
5706328	10/14/2011	1K	WATER-LEAKS	CONT ABOVE APT	KITCHEN	violation
5706328	10/14/2011	1K	FLOOR	FLOOR-TORN	LIVING ROOM	closed
5706328	10/14/2011	1K	VERMIN	ROACHES	LOBBY	closed
5706328	10/14/2011	1K	WATER-LEAKS	CONT ABOVE APT	BATHROOM	closed
5706328	10/14/2011	1K	WATER-LEAKS	CEILING	BEDROOM	violation
5706328	10/14/2011	1K	WATER-LEAKS	ROOF-LEAK	LIVING ROOM	violation
5700771	10/6/2011	4D	HEAT	NO HEAT	ENTIRE BUILDING	closed
5698761	10/4/2011	4D	HEAT	NO HEAT	ENTIRE APT	closed
5690420	9/22/2011	1K	FLOOR	FLOOR-TORN	LIVING ROOM	violation
5690475	9/22/2011	4J	WALLS	CRACKED	LIVING ROOM	violation
5690420	9/22/2011	1K	WATER-LEAKS	ROOF-LEAK	FOYER	violation
5690475	9/22/2011	4J	CEILING	CRACKED	PRIVATE HALL	violation
5690475	9/22/2011	4J	WALLS	CRACKED	BEDROOM	violation
5690475	9/22/2011	4J	CEILING	CRACKED	BEDROOM	violation
5690475	9/22/2011	4J	MOLD	MOLD	BATHROOM	violation
5690420	9/22/2011	1K	VERMIN	RATS	ENTIRE APT	violation
5690420	9/22/2011	1K	WALLS	HOLE	BATHROOM	violation
5690420	9/22/2011	1K	WATER-LEAKS	ROOF-LEAK	LIVING ROOM	violation
5690475	9/22/2011	4J	CEILING	CRACKED	BATHROOM	violation
5690475	9/22/2011	4J	CEILING	CRACKED	KITCHEN	violation
5590273	5/5/2011	1K	WATER-LEAKS	CONT ABOVE APT	KITCHEN	violation
5590273	5/5/2011	1K	WATER-LEAKS	CONT ABOVE APT	PRIVATE HALL	violation
5590273	5/5/2011	1K	FLOOR	FLOOR-TORN	LIVING ROOM	violation
5590273	5/5/2011	1K	WATER-LEAKS	CONT ABOVE APT	BATHROOM	violation
5590273	5/5/2011	1K	WATER-LEAKS	CEILING	BEDROOM	violation
5576911	4/20/2011	1K	WATER-LEAKS	CONT ABOVE APT	KITCHEN	closed
5473210	1/30/2011	4G	WALLS	PEELING	BATHROOM	closed
5473210	1/30/2011	4G	ELECTRIC-WIRING	DEF/SEALED OUT	BEDROOM	closed

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5473210	1/30/2011	4G	FLOOR	FLOOR-TORN	BEDROOM	closed
5473210	1/30/2011	4G	RADIATOR	PEELING/FLAKING	BEDROOM	closed
5461855	1/24/2011	4G	CEILING	PLASTER PEELING	BATHROOM	violation
5461855	1/24/2011	4G	FLOOR	BROKE / DEF	LIVING ROOM	violation
5461855	1/24/2011	4G	FLOOR	FLOOR-TORN	KITCHEN	closed
5461855	1/24/2011	4G	FLOOR	SAGGING	BATHROOM	violation
5461855	1/24/2011	4G	WINDOW/FRAME	PEELING PAINT	BEDROOM	violation
5461855	1/24/2011	4G	BASIN/SINK	FAUCET-BROKEN	BATHROOM	violation
5461855	1/24/2011	4G	BATHTUB	BROKE/MISSING	BATHROOM	violation
5461855	1/24/2011	4G	FLOOR	FLOOR-TORN	FOYER	closed
5461855	1/24/2011	4G	FLOOR	LARGE HOLE	BEDROOM	violation
5461855	1/24/2011	4G	VENTILATORS SYS	KIT/BTHRM	BATHROOM	closed
5446670	1/17/2011	1K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5446698	1/17/2011	1K	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5367468	12/8/2010	6D	BELL-BUZZER/INT	INOPER/ MISSING	ENTIRE APT	violation
5367468	12/8/2010	6D	CEILING	CRACKED	BEDROOM	closed
5367468	12/8/2010	6D	FLOOR	BROKE / DEF	BEDROOM	closed
5367468	12/8/2010	6D	VERMIN	MICE	ENTIRE APT	violation
5367468	12/8/2010	6D	WALLS	PEELING	ENTIRE APT	violation
5367468	12/8/2010	6D	WINDOWS	SASH	BEDROOM	closed
5367468	12/8/2010	6D	CEILING	CRACKED	LIVING ROOM	closed
5367468	12/8/2010	6D	FLOOR	BROKE / DEF	LIVING ROOM	closed
5367468	12/8/2010	6D	LOCKS	BROKEN-DEFECT	ENTRANCE	closed
5367468	12/8/2010	6D	SMOKE-DETECTOR	DEFECT/MISSING	ENTIRE APT	violation
5367468	12/8/2010	6D	VERMIN	ROACHES	ENTIRE APT	violation
5367468	12/8/2010	6D	WALLS	CRACKED	BEDROOM	violation
5367468	12/8/2010	6D	WALLS	CRACKED	LIVING ROOM	violation
5367468	12/8/2010	6D	WATER-LEAKS	CEILING	BEDROOM	closed
5324132	11/15/2010	5A	HEAT	NO HEAT	ENTIRE APT	closed
5306806	11/5/2010	4G	CEILING	PLASTER PEELING	BATHROOM	closed
5306806	11/5/2010	4G	FLOOR	BROKE / DEF	KITCHENETTE	closed
5306806	11/5/2010	4G	BATHTUB	CHIPPING/ERODE	BATHROOM	closed
5306806	11/5/2010	4G	CABINETS	FALLING	KITCHEN	closed
5306806	11/5/2010	4G	FLOOR	BROKE / DEF	FOYER	closed
5306806	11/5/2010	4G	WINDOW/FRAME	PEELING PAINT	BEDROOM	closed
5281458	10/21/2010	1F	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5278705	10/20/2010	4D	HEAT	NO HEAT	ENTIRE BUILDING	closed
5274665	10/18/2010	6G	VERMIN	BEDBUGS	ENTIRE APT	violation
5274665	10/18/2010	6G	WATER-LEAKS	ROOF-LEAK	BEDROOM	violation
5274641	10/18/2010	4D	HEAT	NO HEAT	ENTIRE BUILDING	closed
5270403	10/15/2010	4D	HEAT	NO HEAT	ENTIRE BUILDING	closed
5266021	10/10/2010	4D	HEAT	NO HEAT	ENTIRE APT	closed
5260459	10/4/2010	6G	VERMIN	BEDBUGS	ENTIRE APT	violation
5237340	8/28/2010	6D	CEILING	BULGING/LOOSE	BATHROOM	open
5237340	8/28/2010	6D	WALLS	CRACKED	LIVING ROOM	open
5237340	8/28/2010	6D	WINDOWS	BROKEN FRAME	BATHROOM	open
5237340	8/28/2010	6D	FLOOR	BROKE / DEF	ENTIRE APT	closed
5237340	8/28/2010	6D	FLOOR	BROKE / DEF	KITCHEN	violation
5237340	8/28/2010	6D	CEILING	CRACKED	KITCHEN	open
5237340	8/28/2010	6D	WALLS	CRACKED	BEDROOM	open
5237340	8/28/2010	6D	WINDOWS	BROKEN FRAME	BEDROOM	open
5237340	8/28/2010	6D	FLOOR	BROKE / DEF	BATHROOM	violation
5228682	8/15/2010	3K	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5222006	8/4/2010	1H	ELECTRIC-SUPPLY	NO-SUPPLY	BEDROOM	closed
5222006	8/4/2010	1H	FLOOR	SAGGING	LIVING ROOM	violation
5213539	7/21/2010	3K	CEILING	COLLAPSING	BATHROOM	closed
5213539	7/21/2010	3K	BASIN/SINK	LEAKING	BATHROOM	violation
5213539	7/21/2010	3K	WATER-LEAKS	CEILING	KITCHEN	closed

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5212875	7/20/2010	1K	MOLD	MOLD	KITCHEN	violation
5212875	7/20/2010	1K	MOLD	MOLD	BATHROOM	violation
5211231	7/18/2010	3D	WALLS	PAINT DIRTY	BATHROOM	violation
5211231	7/18/2010	3D	CEILING	PLASTER PEELING	BEDROOM 3	closed
5211231	7/18/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5211231	7/18/2010	3D	WALLS	PEELING	BATHROOM	violation
5211231	7/18/2010	3D	WATER-LEAKS	CASCADING	BATHROOM	closed
5200179	6/30/2010	6B	WALLS	HOLE	BATHROOM	violation
5200179	6/30/2010	6B	WALLS	CRACKED	LIVING ROOM	violation
5200179	6/30/2010	6B	WALLS	BULGING	BEDROOM 2	violation
5200179	6/30/2010	6B	WINDOW/FRAME	PEELING PAINT	LIVING ROOM	violation
5199933	6/30/2010	3H	VERMIN	FLEAS	BASEMENT	closed
5200179	6/30/2010	6B	CEILING	BULGING/LOOSE	BEDROOM 2	violation
5199933	6/30/2010	3H	ELEVATOR	DIRTY / UNSAN	OTHER	closed
5199933	6/30/2010	3H	VERMIN	RATS	ENTIRE BUILDING	closed
5199933	6/30/2010	3H	VERMIN	FLEAS	LOBBY	closed
5200179	6/30/2010	6B	WATER-LEAKS	ROOF-LEAK	BEDROOM 2	closed
5200179	6/30/2010	6B	WATER-LEAKS	ROOF-LEAK	FOYER	closed
5200179	6/30/2010	6B	CEILING	BULGING/LOOSE	FOYER	violation
5200179	6/30/2010	6B	CEILING	COLLAPSING	BEDROOM 2	violation
5200179	6/30/2010	6B	CEILING	HOLE	BEDROOM 2	violation
5200179	6/30/2010	6B	CEILING	CRACKED	LIVING ROOM	violation
5200179	6/30/2010	6B	CEILING	CRACKED	BEDROOM	violation
5200179	6/30/2010	6B	WALLS	CRACKED	BATHROOM	violation
5200179	6/30/2010	6B	WALLS	BULGING	FOYER	violation
5200179	6/30/2010	6B	WALLS	CRACKED	BEDROOM	violation
5200179	6/30/2010	6B	WINDOW/FRAME	PEELING PAINT	KITCHEN	violation
5199933	6/30/2010	3H	VERMIN	OTHER	BASEMENT	closed
5199933	6/30/2010	3H	VERMIN	FLEAS	ENTIRE BUILDING	closed
5199933	6/30/2010	3H	VERMIN	FLEAS	ENTIRE APT	closed
5200179	6/30/2010	6B	WATER-LEAKS	ROOF-LEAK	LIVING ROOM	closed
5200179	6/30/2010	6B	CEILING	CRACKED	BATHROOM	violation
5200179	6/30/2010	6B	CEILING	BULGING/LOOSE	LIVING ROOM	violation
5200179	6/30/2010	6B	CEILING	CRACKED	BEDROOM 2	violation
5200179	6/30/2010	6B	CEILING	CRACKED	FOYER	violation
5179894	5/28/2010	3H	VERMIN	FLEAS	BASEMENT	closed
5176388	5/23/2010	3D	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5173826	5/19/2010	1H	FLOOR	SAGGING	LIVING ROOM	closed
5172667	5/18/2010	1H	FLOOR	SAGGING	LIVING ROOM	closed
5162140	5/6/2010	3D	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5150706	4/23/2010	4D	HEAT	NO HEAT	ENTIRE BUILDING	closed
5147712	4/20/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5147284	4/19/2010	3D	WATER-SUPPLY	NO-HOT- WATER	ENTIRE APT	closed
5139342	4/11/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5139042	4/10/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5135999	4/7/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5129950	3/30/2010	3D	HEAT	NO HEAT	ENTIRE APT	closed
5125053	3/27/2010	1K	HEAT	NO HEAT	ENTIRE BUILDING	closed
5120483	3/23/2010	4D	HEAT	NO HEAT	ENTIRE APT	closed
5117283	3/20/2010	1K	HEAT	NO HOT WATER	ENTIRE APT	closed
5117295	3/20/2010	1C	HEAT	NO HOT WATER	ENTIRE APT	closed
5117283	3/20/2010	1K	HEAT	NO HOT WATER	ENTIRE BUILDING	closed
5115476	3/18/2010	1C	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5111638	3/15/2010	1K	WALLS	BULGING	BEDROOM	violation
5111638	3/15/2010	1K	WALLS	PEELING	BEDROOM	violation
5111638	3/15/2010	1K	WATER-LEAKS	CASCADING	BEDROOM	violation
5111060	3/15/2010	6D	WATER-SUPPLY	WATER-SUPPLY	ENTIRE APT	closed
5111060	3/15/2010	6D	HEAT	NO HEAT/WATER	ENTIRE APT	closed

# HPD Complaint Details (continued)

Complaint #	Date	Apt	Condition	Detail	Location	Status
5111638	3/15/2010	1K	WALLS	PAINT DIRTY	BEDROOM	violation
5111638	3/15/2010	1K	MOLD	MOLD	BEDROOM	closed
5111186	3/15/2010	3D	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5110706	3/14/2010	5A	ELECTRIC-SUPPLY	NO-SUPPLY	BEDROOM	closed
5110837	3/14/2010	1K	HEAT	NO HEAT/WATER	ENTIRE BUILDING	violation
5110706	3/14/2010	5A	LIGHTING	WATER-PRESENT	BATHROOM	closed
5110706	3/14/2010	5A	MOLD	MOLD	BEDROOM	closed
5110706	3/14/2010	5A	WALLS	COLLAPSING	BEDROOM	violation
5110706	3/14/2010	5A	WATER-LEAKS	CASCADING	BEDROOM	violation
5110706	3/14/2010	5A	BELL-BUZZER/INT	INOPER/ MISSING	FRNT AREAWAY	violation
5110706	3/14/2010	5A	VERMIN	MICE	ENTIRE BUILDING	violation
5110706	3/14/2010	5A	RUBBISH	ACCUMULATION	ENTIRE BUILDING	closed
5110706	3/14/2010	5A	WATER-LEAKS	CASCADING	BATHROOM	violation
5107395	3/12/2010	6B	BELL-BUZZER/INT	INOPER/ MISSING	ENTIRE BUILDING	violation
5107395	3/12/2010	6B	SMOKE-DETECTOR	DEFECT/MISSING	PUBLIC HALL	closed
5107395	3/12/2010	6B	CEILING	PLASTER PEELING	BEDROOM 2	closed
5107395	3/12/2010	6B	CEILING	CRACKED	BEDROOM	violation
5107395	3/12/2010	6B	WATER-LEAKS	ROOF-LEAK	BEDROOM 2	violation
5102908	3/8/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5088780	2/25/2010	3D	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5088635	2/24/2010	3D	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5088175	2/24/2010	5F	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5084147	2/22/2010	3D	HEAT	NO HOT WATER	ENTIRE APT	closed
5083528	2/21/2010	3D	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5082736	2/20/2010	1K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5079320	2/18/2010	1K	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5073998	2/13/2010	1K	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5063559	2/7/2010	3K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5048954	1/30/2010	1K	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
5034995	1/23/2010	1K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5034995	1/23/2010	1K	BELL-BUZZER/INT	INOPER/ MISSING	ENTIRE APT	violation
5011534	1/9/2010	3K	HEAT	NO HEAT/WATER	ENTIRE APT	closed
5007117	1/7/2010	BLDG	HEAT	NO HEAT/WATER	ENTIRE BUILDING	closed
4965128	12/19/2009	2C	VERMIN	MICE	ENTIRE APT	violation
4957583	12/17/2009	6H	WINDOWS	WINDOW-GUARDS	ENTIRE BUILDING	closed
4957585	12/17/2009	6C	WINDOWS	WINDOW-GUARDS	ENTIRE BUILDING	closed
4957582	12/17/2009	5J	WINDOWS	WINDOW-GUARDS	ENTIRE BUILDING	closed
4957584	12/17/2009	4L	WINDOWS	WINDOW-GUARDS	ENTIRE BUILDING	closed
4957586	12/17/2009	5C	WINDOWS	WINDOW-GUARDS	ENTIRE BUILDING	closed
4929108	12/5/2009	5A	BELL-BUZZER/INT	INOPER/ MISSING	ENTIRE BUILDING	closed
4929108	12/5/2009	5A	VERMIN	MICE	ENTIRE APT	closed
4901552	11/16/2009	5J	WALLS	PEELING	ENTIRE APT	closed
4901552	11/16/2009	5J	BASIN/SINK	LEAKY PIPE	BATHROOM	closed
4901552	11/16/2009	5J	CEILING	PLASTER PEELING	ENTIRE APT	closed
4901552	11/16/2009	5J	MOLD	MOLD	BATHROOM	closed
4881406	11/4/2009	1F	MOLD	MOLD	ENTIRE APT	closed
4878088	11/2/2009	1K	CEILING	CRACKED	FOYER	closed
4878088	11/2/2009	1K	LIGHTING	DIMS	KITCHEN	closed
4878088	11/2/2009	1K	TOILET	BOWL-LOOSE	BATHROOM	closed
4878088	11/2/2009	1K	CEILING	PAINT DIRTY	KITCHEN	closed
4878088	11/2/2009	1K	MOLD	MOLD	KITCHEN	closed

# HPD Violation Details - Class A

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
922918	4460524	8/2/2012	7/31/2012	1K	A	596 / plumb	11/19/2012	8/2/2012	NOV SENT
27-2026 adm code replace the broken or defective bathtub or reglaze in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9522920	4460524	8/2/2012	7/31/2012	1K	A	505 / replace	11/19/2012	8/2/2012	NOV SENT
27-2005 adm code replace with new the broken or defective glass pane at upper sash window in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9522923	4460524	8/2/2012	7/31/2012	1K	A	583 / leak	11/19/2012	8/2/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at north wall in the 1st room from north at west located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9522925	4460524	8/2/2012	7/31/2012	1K	A	502 / repair	11/19/2012	8/2/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective wood floor in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9519793	4454972	7/24/2012	7/23/2012	1K	A	596 / plumb	11/10/2012	7/24/2012	NOV SENT
27-2026 adm code replace the broken or defective bathtub and or reglaze in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9513795	4454972	7/24/2012	7/23/2012	1K	A	508 / paint/plast	11/10/2012	7/24/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all ceilings and all walls in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9449844	4422703	6/1/2012	5/25/2012	1K	A	502 / repair	9/18/2012	6/1/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective wood floor in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north , section at west									
9429593	4410558	5/14/2012	5/7/2012	4J	A	501 / repair	8/31/2012	5/14/2012	NOV SENT
27-2005 adm code properly repair the broken or defective eroded porcelain finishat bathtub in the bathroom located at apt 4j, 4th story, 1st apartment from east at south									
9416278	4402243	4/27/2012	4/25/2012	1H	A	508 / paint/plast	8/14/2012	4/27/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 2nd room from north located at apt 1h, 1st story, 4th apartment from east at south									
9308465	4348111	2/2/2012	1/31/2012	4J	A	508 / paint/plast	5/21/2012	2/2/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north wall in the bathroom located at apt 4j, 4th story, 5th apartment from east at south									
9264895	4326669	1/3/2012	12/28/2011	1K	A	508 / paint/plast	4/21/2012	1/3/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north wall in the 1st room from north at west located at apt 1k, 1st story, 2nd apartment from west at north									
9264914	4326669	1/3/2012	12/28/2011	1K	A	508 / paint/plast	4/21/2012	1/3/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling north and east wall in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north									
94918	4326689	1/3/2012	12/28/2011	1K	A	508 / paint/plast	4/21/2012	1/3/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and south wall in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north									
9192335	4291473	11/7/2011	11/3/2011	5D	A	556 / paint/plast	2/24/2012	11/7/2011	NOV SENT
27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the 1st room from north at west, the 1st room from north at east, the kitchen , the bathroom , the foyer , the private hallway located at apt 5d, 5th story, 5th apartment from west at north									
9185558	4290644	11/4/2011	10/30/2011	1E	A	554 / paint/plast	2/21/2012	11/4/2011	NOV SENT
27-2005 adm code paint metal in accordance with dept. regulation at 1st window frame from west at north wall, 1st riser from north at east wall in the bathroom located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9185559	4290644	11/4/2011	10/30/2011	1E	A	554 / paint/plast	2/21/2012	11/4/2011	NOV SENT
27-2005 adm code paint metal in accordance with dept. regulation at 1st door frame from east at south wall, 1st door from east at south wall in the foyer located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9185560	4290644	11/4/2011	10/30/2011	1E	A	556 / paint/plast	2/21/2012	11/4/2011	NOV SENT
27-2013 adm code paint with light colored paint to the satisfaction of this department at 1st closet from south at west wall door in the foyer located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9189662	4290644	11/4/2011	10/30/2011	1E	A	554 / paint/plast	2/21/2012	11/4/2011	NOV SENT
27-2005 adm code paint metal in accordance with dept. regulation at 1st radiator from west at north wall in the 1st room from east located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9190652	4290644	11/4/2011	10/30/2011	1E	A	556 / paint/plast	2/21/2012	11/4/2011	NOV SENT
27-2013 adm code paint with light colored paint to the satisfaction of this department all peeling paint surfaces in the kitchenette located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9185521	4279441	10/20/2011	10/18/2011	1K	A	508 / paint/plast	2/6/2012	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall in the 1st room from north at west located at apt 1k, 1st story, 2nd apartment from west at north									
9185523	4279441	10/20/2011	10/18/2011	1K	A	508 / paint/plast	2/6/2012	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the south wall in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north									
8526345	3981685	7/26/2010	7/24/2010	1K	A	502 / repair	11/12/2010	11/22/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective hard wood floor in the 1st room from north at east located at apt 1k, 1st story, 1st apartment from west at north									



### HPD Violation Details - Class A (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
001931	3707175	8/7/2009	8/6/2009	-	A	561 / rust	11/24/2009	8/7/2009	NOV SENT
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint building front east and west at fire escape									
8001935	3707175	8/7/2009	8/6/2009	1K	A	556 / paint/plast	11/24/2009	8/7/2009	NOV SENT
7-2013 adm code paint with light colored paint to the satisfaction of this department south wall in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
8001936	3707175	8/7/2009	8/6/2009	1K	A	556 / paint/plast	11/24/2009	8/7/2009	NOV SENT
7-2013 adm code paint with light colored paint to the satisfaction of this department north wall in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
8001937	3707175	8/7/2009	8/6/2009	1K	A	556 / paint/plast	11/24/2009	8/7/2009	NOV SENT
7-2013 adm code paint with light colored paint to the satisfaction of this department the ceiling in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
7362262	3378281	7/7/2008	7/5/2008	-	A	561 / rust	10/24/2008	7/7/2008	NOV SENT
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint the two front fire escapes									
7328608	3323757	6/16/2008	6/11/2008	5B	A	556 / paint/plast	10/3/2008	6/16/2008	NOV SENT
7-2013 adm code paint with light colored paint to the satisfaction of this department walls and ceilings in the entire apartment located at apt 5b, 5th story, 1st apartment from east at south									
7328609	3323758	6/16/2008	6/11/2008	-	A	106 / fire	10/3/2008	6/16/2008	NOV SENT
3, 187, 231 m/d law and department rules and regulations. provide a shoe properly secured to bottom of string of dropladder at east side fire escape									
6929780	3118958	9/17/2007	9/14/2007	-	A	561 / rust	1/4/2008	9/17/2007	NOV SENT
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint stairs and balconies fire escape at north side of building entrance									
6388856	2821589	9/29/2006	9/27/2006	1G	A	529 / door	1/21/2007	9/29/2006	NOV SENT
7-2005 adm code refit door in the entrance located at apt 1g, 1st story, 3rd apartment from west at north									
6198597	2689347	6/12/2006	6/7/2006	3B	A	556 / paint/plast	10/4/2006	2/2/2007	NOV LATE
7-2013 adm code paint with light colored paint to the satisfaction of this department the 1st window frame from east at south wall in the 4th room from north at west located at apt 3b, 3rd story, 1st apartment from east at south									
6198600	2689347	6/12/2006	6/7/2006	3B	A	508 / paint/plast	10/4/2006	2/2/2007	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 4th room from north at west located at apt 3b, 3rd story, 1st apartment from east at south									
6198603	2689347	6/12/2006	6/7/2006	3B	A	554 / paint/plast	10/4/2006	2/2/2007	NOV LATE
7-2005 adm code paint metal in accordance with dept. regulation the 1st riser from east at south wall in the bathroom located at apt 3b, 3rd story, 1st apartment from east at south									
98606	2689347	6/12/2006	6/7/2006	3B	A	593 / plumb	10/4/2006	2/2/2007	NOV LATE
7-2026 adm code repair the flushing apparatus and maintain same so as to flush effectively the water closet .. in the bathroom located at apt 3b, 3rd story, 1st apartment from east at south									
6198609	2689347	6/12/2006	6/7/2006	3B	A	556 / paint/plast	10/4/2006	2/2/2007	NOV LATE
7-2013 adm code paint with light colored paint to the satisfaction of this department the 1st window frame from north at east wall in the 2nd room from north located at apt 3b, 3rd story, 1st apartment from east at south									
6198611	2689347	6/12/2006	6/7/2006	3B	A	556 / paint/plast	10/4/2006	2/2/2007	NOV LATE
7-2013 adm code paint with light colored paint to the satisfaction of this department the 1st window frame from north at east wall in the kitchen located at apt 3b, 3rd story, 1st apartment from east at south									
571866	197419	3/17/2006	1/29/1991	-	A	654 / gutter	6/21/1991	4/18/2006	1 NO ACCESS
7-2027 adm code repair the broken or defective gutter at elevator bulkhead roof.									
6040379	2629582	3/13/2006	3/7/2006	1C	A	491 / file	7/5/2006	4/22/2006	1 NO ACCESS
00 m/d law file plans and application and legalize the following alteration or restore to the legal condition existing prior to the making of said alteration illegal drop ceiling in the bathroom located at apt 1c, 1st story, 2nd apartment from south at west									
4093797	1780749	2/7/2002	1/31/2002	1H	A	491 / file	6/1/2002	4/22/2006	1 NO ACCESS
00 m/d law file plans and application and legalize the following alteration or restore to the legal condition existing prior to the making of said alteration suspended tile ceiling in the bathroom located at apt 1h, 1st story, 3rd apartment from east at south									
571948	197450	7/21/1998	5/14/1998	-	A	561 / rust	11/13/1998	4/10/2006	NOT COMPLIED
7-2014 adm code and dept. rules and regulations. scrape and remove rust scales and paint with 2 coats of paint front rear fire escapes all stys.									
571819	197391	8/4/1987	4/23/1987	-	A	652 / gutter	11/27/1987	7/1/2008	NOV SENT
16.03 adm code repair the broken or defective rain leader elevator bulkhead roof.									

### HPD Violation Details - Class B

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9569224	4483324	9/12/2012	9/10/2012	1K	B	522 / fire	10/31/2012	9/12/2012	NOV SENT
27-2005, 2007 adm code fire egress defective. remove obstructing bars or unlawful gates from at least 1 window or provide approved type gate in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north . section at west									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9558490	4477507	9/4/2012	8/30/2012	4J	B	583 / leak	10/23/2012	9/4/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling and south wall in the 2nd room from north located at apt 4j, 4th story, 1st apartment from east at south, section at west									
9558484	4477507	9/4/2012	8/30/2012	4J	B	583 / leak	10/23/2012	9/4/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling and north wall in the bathroom located at apt 4j, 4th story, 1st apartment from east at south, section at west									
9522921	4460525	8/2/2012	7/31/2012	1K	B	1502 / CO	9/20/2012	8/2/2012	NOV SENT
27-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9522919	4460525	8/2/2012	7/31/2012	1K	B	502 / repair	9/20/2012	8/2/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective floor tiles in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9522922	4460525	8/2/2012	7/31/2012	1K	B	702 / smoke	9/20/2012	8/2/2012	NOV SENT
27-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9522924	4460525	8/2/2012	7/31/2012	1K	B	569 / vermin	9/20/2012	8/2/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9522926	4460525	8/2/2012	7/31/2012	1K	B	583 / leak	9/20/2012	8/2/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling and north wall in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9522928	4460525	8/2/2012	7/31/2012	1K	B	583 / leak	9/20/2012	8/2/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak at ceiling, south and west walls in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9510109	4453876	7/23/2012	7/19/2012	1J	B	583 / leak	9/10/2012	7/23/2012	NOV SENT
27-2026, 2027 hmc: properly repair the source and abate the evidence of a water leak the ceiling in the 3rd room from north located at apt 1j, 1st story, 4th apartment from east at south									
9510110	4453876	7/23/2012	7/19/2012	1J	B	568 / vermin	9/10/2012	7/23/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 1j, 1st story, 4th apartment from east at south									
9510111	4453876	7/23/2012	7/19/2012	1J	B	569 / vermin	9/10/2012	7/23/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 1j, 1st story, 4th apartment from east at south									
9449810	4422704	6/1/2012	5/25/2012	1K	B	502 / repair	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective ceramic floor tiles in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
949812	4422704	6/1/2012	5/25/2012	1K	B	508 / paint/plast	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north wall in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9449813	4422704	6/1/2012	5/25/2012	1K	B	510 / nuisance	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of moisture penetration at ceiling in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9449815	4422704	6/1/2012	5/25/2012	1K	B	510 / nuisance	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of moisture penetration at east wall in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9449816	4422704	6/1/2012	5/25/2012	1K	B	510 / nuisance	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of moisture penetration at ceiling in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9449817	4422704	6/1/2012	5/25/2012	1K	B	508 / paint/plast	7/20/2012	6/1/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and all walls in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9449818	4422704	6/1/2012	5/25/2012	1K	B	550 / mold	7/20/2012	6/1/2012	NOV SENT
27-2005 hmc: trace and repair the source and abate the nuisance consisting of mold ... at ceiling in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north, section at west									
9429592	4410559	5/14/2012	5/7/2012	4J	B	508 / paint/plast	7/2/2012	5/14/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and all walls in the bathroom located at apt 4j, 4th story, 1st apartment from east at south									
9429594	4409685	5/10/2012	5/7/2012	4J	B	509 / secure	6/28/2012	5/10/2012	NOV SENT
27-2005 adm code properly secure the loose cabinet at east wall in the kitchen located at apt 4j, 4th story, 1st apartment from east at south									
9429595	4409685	5/10/2012	5/7/2012	4J	B	510 / nuisance	6/28/2012	5/10/2012	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at ceiling in the bathroom located at apt 4j, 4th story, 1st apartment from east at south									
9429596	4409685	5/10/2012	5/7/2012	4J	B	566 / vermin	6/28/2012	5/10/2012	NOV SENT
27-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 4j, 4th story, 1st apartment from east at south									
9416281	4402244	4/27/2012	4/25/2012	1H	B	502 / repair	6/15/2012	4/27/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective wood floor and covering in the 2nd room from north located at apt 1h, 1st story, 4th apartment from east at south									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
37460	4362389	2/24/2012	2/22/2012	4M	B	508 / paint/plast	4/13/2012	2/24/2012	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceilings and all walls in the entire apartment located at apt 4m, 4th story, 1st apartment from west at north									
9337456	4362389	2/24/2012	2/22/2012	4M	B	1502 / CO	4/13/2012	2/24/2012	NOV SENT
27-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt 4m, 4th story, 1st apartment from west at north									
9337457	4362389	2/24/2012	2/22/2012	4M	B	702 / smoke	4/13/2012	2/24/2012	NOV SENT
27-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt 4m, 4th story, 1st apartment from west at north									
9337458	4362389	2/24/2012	2/22/2012	4M	B	502 / repair	4/13/2012	2/24/2012	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective porcelain finish at bathtub in the bathroom located at apt 4m, 4th story, 1st apartment from west at north									
9337459	4362389	2/24/2012	2/22/2012	4M	B	569 / vermin	4/13/2012	2/24/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 4m, 4th story, 1st apartment from west at north									
9308464	4348112	2/2/2012	1/31/2012	4J	B	569 / vermin	3/22/2012	2/2/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 4j, 4th story, 5th apartment from east at south									
9264923	4326670	1/3/2012	12/28/2011	1K	B	568 / vermin	2/21/2012	1/3/2012	NOV SENT
27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north									
9264882	4326670	1/3/2012	12/28/2011	1K	B	579 / plumb	2/21/2012	1/3/2012	NOV SENT
27-2026 adm code repair the leaky and/or defective faucets at sink in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
9192211	4291474	11/7/2011	11/3/2011	5D	B	508 / paint/plast	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall, ceiling, west wall in the kitchen located at apt 5d, 5th story, 5th apartment from west at north									
9192212	4291474	11/7/2011	11/3/2011	5D	B	569 / vermin	12/26/2011	11/7/2011	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 5d, 5th story, 5th apartment from west at north									
9192213	4291474	11/7/2011	11/3/2011	5D	B	579 / plumb	12/26/2011	11/7/2011	NOV SENT
27-2026 adm code repair the leaky and/or defective faucets at the wash basin in the bathroom located at apt 5d, 5th story, 5th apartment from west at north									
9192216	4291474	11/7/2011	11/3/2011	5D	B	508 / paint/plast	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling, north wall in the 1st room from north at west located at apt 5d, 5th story, 5th apartment from west at north									
9192217	4291474	11/7/2011	11/3/2011	5D	B	510 / nuisance	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at the ceiling in the 1st room from north at west located at apt 5d, 5th story, 5th apartment from west at north									
9192218	4291474	11/7/2011	11/3/2011	5D	B	508 / paint/plast	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling, east wall, west wall in the 1st room from north at east located at apt 5d, 5th story, 5th apartment from west at north									
9192219	4291474	11/7/2011	11/3/2011	5D	B	510 / nuisance	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at the ceiling in the 1st room from north at east located at apt 5d, 5th story, 5th apartment from west at north									
9192220	4291474	11/7/2011	11/3/2011	5D	B	508 / paint/plast	12/26/2011	11/7/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the foyer located at apt 5d, 5th story, 5th apartment from west at north									
9185556	4290645	11/4/2011	10/30/2011	1E	B	502 / repair	12/23/2011	11/4/2011	NOV SENT
27-2005 adm code properly repair with similar material the broken or defective ceramic tiles at floor in the bathroom located at apt 1e, 1st story, 1st apartment from west at north, section at east									
9185557	4290645	11/4/2011	10/30/2011	1E	B	508 / paint/plast	12/23/2011	11/4/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling, west wall in the bathroom located at apt 1e, 1st story, 1st apartment from west at north, section at east									
9185561	4289800	11/3/2011	10/30/2011	1E	B	1503 / CO	12/22/2011	11/3/2011	NOV SENT
27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s), inoperative located at apt 1e, 1st story, 1st apartment from west at north, section at east									
9185562	4289800	11/3/2011	10/30/2011	1E	B	509 / secure	12/22/2011	11/3/2011	NOV SENT
27-2005 adm code properly secure the loose medicine cabinet door at west wall in the bathroom located at apt 1e, 1st story, 1st apartment from west at north, section at east									
9185555	4288204	11/1/2011	10/30/2011	1E	B	569 / vermin	12/20/2011	11/1/2011	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 1e, 1st story, 1st apartment from west at north, section at east									
9185517	4279442	10/20/2011	10/18/2011	1K	B	569 / vermin	12/8/2011	10/20/2011	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north									
9185518	4279442	10/20/2011	10/18/2011	1K	B	508 / paint/plast	12/8/2011	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
65519	4279442	10/20/2011	10/18/2011	1K	B	508 / paint/plast	12/8/2011	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north									
9165520	4279442	10/20/2011	10/18/2011	1K	B	598 / plumb	12/8/2011	10/20/2011	NOV SENT
27-2026 adm code repair the broken or defective connection at sink drain in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
9165522	4279442	10/20/2011	10/18/2011	1K	B	508 / paint/plast	12/8/2011	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from north at west located at apt 1k, 1st story, 2nd apartment from west at north									
9165524	4279442	10/20/2011	10/18/2011	1K	B	508 / paint/plast	12/8/2011	10/20/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north									
9128580	4266123	10/3/2011	9/26/2011	1K	B	510 / nuisance	11/21/2011	10/3/2011	NOV SENT
27-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak underneath wood floor in the 1st room from north at west located at apt 1k, 1st story, apartment at north									
9128585	4262277	9/27/2011	9/26/2011	1K	B	508 / paint/plast	11/15/2011	9/27/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and west wall in the bathroom located at apt 1k, 1st story, 2nd apartment from west at north									
9128586	4262279	9/27/2011	9/26/2011	4J	B	508 / paint/plast	11/15/2011	9/27/2011	NOV SENT
27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all walls and ceilings in the entire apartment located at apt 4j, 4th story, 1st apartment from east at south , section at west									
9128589	4262279	9/27/2011	9/26/2011	4J	B	550 / mold	11/15/2011	9/27/2011	NOV SENT
27-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... ceiling in the bathroom located at apt 4j, 4th story, 1st apartment from east at south , section at west									
9128618	4262279	9/27/2011	9/26/2011	4J	B	568 / vermin	11/15/2011	9/27/2011	NOV SENT
27-2018 admin. code: abate the nuisance consisting of roaches in the entire apartment located at apt 4j, 4th story, 1st apartment from east at south , section at west									
9128632	4262279	9/27/2011	9/26/2011	4J	B	569 / vermin	11/15/2011	9/27/2011	NOV SENT
27-2018 admin. code: abate the nuisance consisting of mice in the entire apartment located at apt 4j, 4th story, 1st apartment from east at south , section at west									
8938307	4171596	5/12/2011	5/10/2011	1K	B	508 / paint/plast	6/30/2011	5/12/2011	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the kitchen located at apt 1k, 1st story, apartment at north									
8938308	4171596	5/12/2011	5/10/2011	1K	B	508 / paint/plast	6/30/2011	5/12/2011	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the bathroom located at apt 1k, 1st story, apartment at north									
38332	4171596	5/12/2011	5/10/2011	1K	B	508 / paint/plast	6/30/2011	5/12/2011	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the private hallway located at apt 1k, 1st story, apartment at north									
8938334	4171596	5/12/2011	5/10/2011	1K	B	510 / nuisance	6/30/2011	5/12/2011	NOV SENT
7-2005 adm code & 309 m/d law abate the nuisance consisting of water emanating at window in the 1st room from north located at apt 1k, 1st story, apartment at north									
8938340	4171596	5/12/2011	5/10/2011	1K	B	502 / repair	6/30/2011	5/12/2011	NOV SENT
7-2005 adm code properly repair with similar material the broken or defective rotted wood floor in the 1st room from north at center located at apt 1k, 1st story, apartment at north									
8606110	4017912	9/20/2010	9/16/2010	6D	B	502 / repair	11/8/2010	12/13/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective hard wood floor in the kitchen located at apt 6d, 6th story, 5th apartment from west at north									
8606111	4017912	9/20/2010	9/16/2010	6D	B	502 / repair	11/8/2010	12/13/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective marble saddle in the bathroom located at apt 6d, 6th story, 5th apartment from west at north									
8606854	4017912	9/20/2010	9/16/2010	6D	B	550 / mold	11/8/2010	12/13/2010	NOV LATE
7-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... the ceiling in the kitchen located at apt 6d, 6th story, 5th apartment from west at north									
8606855	4017912	9/20/2010	9/16/2010	6D	B	702 / smoke	11/8/2010	12/13/2010	NOV LATE
7-2045 adm code repair or replace the smoke detector missing in the foyer located at apt 6d, 6th story, 5th apartment from west at north									
8545843	3991376	8/10/2010	8/6/2010	1H	B	508 / paint/plast	9/28/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at north wall in the bathroom located at apt 1h, 1st story, 4th apartment from east at south									
8545844	3991376	8/10/2010	8/6/2010	1H	B	501 / repair	9/28/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair the broken or defective ceiling light fixture in the bathroom located at apt 1h, 1st story, 4th apartment from east at south									
8545845	3991376	8/10/2010	8/6/2010	1H	B	502 / repair	9/28/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective hard wood floor in the 2nd room from north located at apt 1h, 1st story, 4th apartment from east at south									
8536627	3985149	8/2/2010	7/31/2010	3K	B	1502 / CO	9/20/2010	10/26/2010	NOV LATE
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the private hallway located at apt 3k, 3rd story, 2nd apartment from north at east									
8526340	3981686	7/26/2010	7/24/2010	1K	B	550 / mold	9/13/2010	12/6/2010	NOV LATE
7-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... ceiling in the kitchen located at apt 1k, 1st story, 1st apartment from west at north									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
26341	3981886	7/26/2010	7/24/2010	1K	B	508 / paint/plast	9/13/2010	12/6/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color north wall in the kitchen located at apt 1k, 1st story, 1st apartment from west at north									
8526342	3981886	7/26/2010	7/24/2010	1K	B	550 / mold	9/13/2010	12/6/2010	NOV LATE
7-2005 hmc:trace and repair the source and abate the nuisance consisting of mold ... south wall in the bathroom located at apt 1k, 1st story, 1st apartment from west at north									
8526343	3981886	7/26/2010	7/24/2010	1K	B	506 / replace	9/13/2010	12/6/2010	NOV LATE
7-2005 adm code replace with new the missing ceramic tile at east wall in the bathroom located at apt 1k, 1st story, 1st apartment from west at north									
8526344	3981886	7/26/2010	7/24/2010	1K	B	508 / paint/plast	9/13/2010	12/6/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color east wall in the 1st room from north at east located at apt 1k, 1st story, 1st apartment from west at north									
8526346	3981886	7/26/2010	7/24/2010	1K	B	522 / fire	9/13/2010	12/6/2010	NOV LATE
7-2005, 2007 adm code fire egress defective, remove obstructing bars or unlawful gates from at least 1 window or provide approved type gate ... in the entire apartment located at apt 1k, 1st story, 1st apartment from west at north									
8502290	3971740	7/12/2010	7/7/2010	6B	B	508 / paint/plast	8/30/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color all ceilings and all walls in the entire apartment located at apt 6b, 6th story, 1st apartment from east at south									
8398985	3895332	3/23/2010	3/22/2010	6B	B	501 / repair	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair the broken or defective bell and return buzzer in the entire apartment located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398986	3895332	3/23/2010	3/22/2010	6B	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 2nd room from north at east located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398987	3895332	3/23/2010	3/22/2010	6B	B	507 / roof	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the roof so that it will not leak above ceiling in the 2nd room from north at east located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398988	3895332	3/23/2010	3/22/2010	6B	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north and south walls in the 4th room from north at east located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398989	3895332	3/23/2010	3/22/2010	6B	B	507 / roof	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the roof so that it will not leak above ceiling in the 4th room from north at east located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398990	3895332	3/23/2010	3/22/2010	6B	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 4th room from north at east located at apt 6b, east section, 6th story, 1st apartment from east at south									
8398991	3895333	3/23/2010	3/22/2010	5A	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the north wall in the 3rd room from north at east located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399001	3895333	3/23/2010	3/22/2010	5A	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 3rd room from north at east located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399002	3895333	3/23/2010	3/22/2010	5A	B	569 / vermin	5/11/2010	10/26/2010	NOV LATE
7-2018 admin code: abate the nuisance consisting of mice in the entire apartment located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399003	3895333	3/23/2010	3/22/2010	5A	B	501 / repair	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair the broken or defective the intercom system in the entire apartment located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399004	3895333	3/23/2010	3/22/2010	5A	B	502 / repair	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective ceramic wall tile at east wall in the bathroom located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399005	3895333	3/23/2010	3/22/2010	5A	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the east wall in the bathroom located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399006	3895333	3/23/2010	3/22/2010	5A	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the bathroom located at apt 5a, east section, 5th story, 4th apartment from west at north									
8399007	3895333	3/23/2010	3/22/2010	5A	B	508 / paint/plast	5/11/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from north at east located at apt 5a, east section, 5th story, 4th apartment from west at north									
8391645	3892641	3/19/2010	3/17/2010	1K	B	510 / nuisance	5/7/2010	10/26/2010	NOV LATE
7-2005 adm code & 309 m/d law abate the nuisance consisting of moisture penetration at east wall in the 3rd room from north at east located at apt 1k, west section, 1st story, 2nd apartment from west at north									
8391646	3892641	3/19/2010	3/17/2010	1K	B	508 / paint/plast	5/7/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and east wall in the 3rd room from north at east located at apt 1k, west section, 1st story, 2nd apartment from west at north									

# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
331847	3892641	3/19/2010	3/17/2010	1K	B	508 / paint/plast	5/7/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north wall in the kitchen located at apt 1k, west section, 1st story, 2nd apartment from west at north									
8327728	3890790	3/17/2010	3/15/2010	5A	B	508 / paint/plast	5/5/2010	10/26/2010	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 4th room from north located at apt 5a, 5th story, 4th apartment from west at north									
8327729	3890790	3/17/2010	3/15/2010	5A	B	569 / vermin	5/5/2010	10/26/2010	NOV LATE
7-2018 admin. code. abate the nuisance consisting of mice in the entire apartment located at apt 5a, 5th story, 4th apartment from west at north									
8010740	3724465	8/20/2009	8/12/2009	4H	B	702 / smoke	10/8/2009	11/5/2009	NOV LATE
7-2045 adm code repair or replace the smoke detector defective in the entire apartment located at apt 4h, 4th story, 4th apartment from east at south									
8010741	3724465	8/20/2009	8/12/2009	4H	B	1502 / CO	10/8/2009	11/5/2009	NOV LATE
7-2046.1, 2045.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the entire apartment located at apt 4h, 4th story, 4th apartment from east at south									
8010743	3724465	8/20/2009	8/12/2009	4H	B	539 / fire	10/8/2009	11/5/2009	NOV LATE
7-2005, 2007 adm code and dept. rules and regulations. remove the encumbrance obstructing egress from fire escapes air conditioner in the 4th room from north located at apt 4h, 4th story, 4th apartment from east at south									
8001932	3707176	8/7/2009	8/6/2009	1K	B	522 / fire	9/25/2009	8/7/2009	NOV SENT
7-2005, 2007 adm code fire egress defective. remove obstructing bars or uniauful gates from at least 1 window or provide approved type gate, in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north									
8001933	3707176	8/7/2009	8/6/2009	1K	B	508 / paint/plast	9/25/2009	8/7/2009	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the 1st room from north at east located at apt 1k, 1st story, 2nd apartment from west at north									
8001934	3707176	8/7/2009	8/6/2009	1K	B	508 / paint/plast	9/25/2009	8/7/2009	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling in the foyer located at apt 1k, 1st story, 2nd apartment from west at north									
7836921	3623553	4/24/2009	4/22/2009	1K	B	510 / nuisance	6/12/2009	9/28/2009	NOV LATE
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed ceiling leak in the 1st room from east at north located at apt 1k, 1st story, 1st apartment from west at north									
7682874	3555524	1/23/2009	1/21/2009	-	B	505 / replace	3/13/2009	1/23/2009	NOV SENT
7-2005 adm code replace with new the broken or defective marble treads 1st and second up from bottom at public hall stairs, 6th story, south section									
7682875	3555524	1/23/2009	1/21/2009	6C	B	566 / vermin	3/13/2009	1/23/2009	NOV SENT
7-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 6c, south section, 6th story, 2nd apartment from south at west									
7504111	3480680	10/9/2008	10/3/2008	6F	B	505 / replace	11/27/2008	12/26/2008	NOV LATE
7-2005 adm code replace with new the broken or defective base cabinet in the kitchen located at apt 6f, 6th story, 3rd apartment from east at south									
7504110	3479675	10/8/2008	10/3/2008	6F	B	579 / plumb	11/26/2008	12/26/2008	NOV LATE
7-2026 adm code repair the leaky and/or defective faucets at sink in the kitchen located at apt 6f, 6th story, 3rd apartment from east at south									
7504113	3479675	10/8/2008	10/3/2008	6F	B	501 / repair	11/26/2008	12/26/2008	NOV LATE
7-2005 adm code properly repair the broken or defective spring balance at lower sash window in the 4th room from north located at apt 6f, 6th story, 3rd apartment from east at south									
7504115	3479675	10/8/2008	10/3/2008	6F	B	510 / nuisance	11/26/2008	12/26/2008	NOV LATE
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at ceiling in the 4th room from north located at apt 6f, 6th story, 3rd apartment from east at south									
7504116	3479675	10/8/2008	10/3/2008	6F	B	508 / paint/plast	11/26/2008	12/26/2008	NOV LATE
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color the ceiling, east wall in the 4th room from north located at apt 6f, 6th story, 3rd apartment from east at south									
7504119	3479675	10/8/2008	10/3/2008	6F	B	502 / repair	11/26/2008	12/26/2008	NOV LATE
7-2005 adm code properly repair with similar material the broken or defective re-glaze bathtub in the bathroom located at apt 6f, 6th story, 3rd apartment from east at south									
7504120	3479675	10/8/2008	10/3/2008	6F	B	530 / door	11/26/2008	12/26/2008	NOV LATE
7-2005, 2007 adm code arrange and make self-closing the doors ... in the entrance located at apt 6f, 6th story, 3rd apartment from east at south									
7504121	3479675	10/8/2008	10/3/2008	6F	B	507 / roof	11/26/2008	12/26/2008	NOV LATE
7-2005 adm code repair the roof so that it will not leak over ceiling in the entire apartment located at apt 6f, 6th story, 3rd apartment from east at south									
7504122	3479675	10/8/2008	10/3/2008	6F	B	593 / plumb	11/26/2008	12/26/2008	NOV LATE
7-2026 adm code repair the flushing apparatus and maintain same so as to flush effectively the water closet ... in the bathroom located at apt 6f, 6th story, 3rd apartment from east at south									
7211161	3238574	3/28/2008	3/25/2008	1K	B	505 / replace	5/16/2008	3/28/2008	NOV SENT
7-2005 adm code replace with new the broken or defective ceiling light fixture in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									
6918303	3103089	9/11/2007	9/7/2007	1K	B	508 / paint/plast	10/30/2007	9/11/2007	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 2nd room from north at west located at apt 1k, 1st story, 2nd apartment from west at north									
6918355	3103089	9/11/2007	9/7/2007	1K	B	505 / replace	10/30/2007	9/11/2007	NOV SENT
7-2005 adm code replace with new the broken or defective electric lighting fixture at ceiling in the kitchen located at apt 1k, 1st story, 2nd apartment from west at north									



# HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
918359	3103089	9/11/2007	9/7/2007	1K	B	508 / paint/plast	10/30/2007	9/11/2007	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the 1st room from east at north located at apt 1k, 1st story, 2nd apartment from west at north									
6918362	3103089	9/11/2007	9/7/2007	1K	B	508 / paint/plast	10/30/2007	9/11/2007	NOV SENT
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color walls and ceiling in the 3rd room from east at north located at apt 1k, 1st story, 2nd apartment from west at north									
6510651	2872555	12/19/2006	12/14/2006	1G	B	501 / repair	2/11/2007	12/19/2006	NOV SENT
7-2005 adm code properly repair the broken or defective door frame in the entrance located at apt 1g, 1st story, 3rd apartment from west at north									
6295302	2769029	8/8/2006	8/2/2006	1G	B	649 / plumb	10/1/2006	8/8/2006	NOV SENT
7-2026 adm code remove all obstructions and repair all defects in at basin/sink in the kitchen located at apt 1g, 1st story, 3rd apartment from west at north									
6099756	2657339	4/24/2006	4/10/2006	3B	B	550 / mold	6/17/2006	8/9/2006	NOV LATE
7-2005 hmc.trace and repair the source and abate the nuisance consisting of mold ... east wall in the bathroom located at apt 3b, 3rd story, 1st apartment from east at south									
6099759	2657339	4/24/2006	4/10/2006	3B	B	550 / mold	6/17/2006	8/9/2006	NOV LATE
7-2005 hmc.trace and repair the source and abate the nuisance consisting of mold ... west wall and riser in the bathroom located at apt 3b, 3rd story, 1st apartment from east at south									
6117715	2657341	4/24/2006	4/20/2006	2H	B	526 / lock	6/17/2006	4/24/2006	NOV SENT
7-2005, 2007 adm code remove the illegal fastening sliding eyebolt arranged to be locked in the foyer located at apt 2h, 2nd story, 4th apartment from east at south									
5311642	2331582	3/17/2006	1/21/2005	5C	B	1502 / CO	3/21/2005	4/18/2006	1 NO ACCESS
7-2046.1, 2046.2 hmc: provide an approved and operational carbon monoxide detecting device, installed in accordance with applicable law and rules, in the private hallway located at apt 5c, 5th story, 2nd apartment from east at south									
571919	197431	3/17/2006	11/21/1991	1F	B	505 / replace	2/10/1992	4/22/2006	1 NO ACCESS
7-2005 adm code replace with new the broken or defective marble saddle entrance door 1st sty 3rd from east at south apt 1f									
4803393	2085909	3/17/2006	12/22/2003	4M	B	508 / paint/plast	2/21/2004	4/5/2006	NOT COMPLIED
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 2nd room from north at west located at apt 4m, 4th story, apartment at south									
4398243	1910593	3/17/2006	11/8/2002	4J	B	566 / vermin	1/7/2003	4/18/2006	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin mice in the entire apartment located at apt 4j, 4th story, 5th apartment from east at south									
4398245	1910593	3/17/2006	11/8/2002	4J	B	566 / vermin	1/7/2003	4/18/2006	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin roaches in the entire apartment located at apt 4j, 4th story, 5th apartment from east at south									
38299	1910593	3/17/2006	11/8/2002	4J	B	702 / smoke	1/7/2003	4/18/2006	NOT COMPLIED
7-2045 adm code repair or replace the smoke detector missing in the private hallway located at apt 4j, 4th story, 5th apartment from east at south									
571937	197447	3/17/2006	9/15/1997	1A	B	530 / door	12/1/1997	4/10/2006	NOT COMPLIED
7-2005, 2007 adm code arrange and make self-closing the doors entrance 1st sty south apt 1a.									
571876	197420	3/17/2006	1/29/1991	3B	B	530 / door	4/22/1991	4/22/2006	NOT COMPLIED
7-2005, 2007 adm code arrange and make self-closing the doors entrance door to 3rd sty southeast apt 3b, located at apt 3b									
571885	197420	3/17/2006	1/29/1991	2H	B	530 / door	4/22/1991	4/22/2006	NOT COMPLIED
7-2005, 2007 adm code arrange and make self-closing the doors entrance door to 2nd sty center east apt 2h, located at apt 2h									
571892	197420	3/17/2006	1/29/1991	-	B	539 / fire	4/22/1991	4/10/2006	NOT COMPLIED
7-2005, 2007 adm code and dept. rules and regulations, remove the encumbrance obstructing egress from fire escapes consisting of flower pots & household items at rear east & front west stacks.									
5114197	2243442	9/21/2004	9/16/2004	4G	B	649 / plumb	11/14/2004	4/18/2006	1 NO ACCESS
7-2026 adm code remove all obstructions and repair all defects in bathtub drain pipe in the bathroom located at apt 4g, 4th story, 3rd apartment from west at north									
4989279	2163933	6/15/2004	6/8/2004	5C	B	510 / nuisance	8/8/2004	4/18/2006	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at ceiling in the bathroom located at apt 5c, 5th story, 2nd apartment from east at south									
4989281	2163933	6/15/2004	6/8/2004	5C	B	508 / paint/plast	8/8/2004	4/18/2006	1 NO ACCESS
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the bathroom located at apt 5c, 5th story, 2nd apartment from east at south									
4989283	2163933	6/15/2004	6/8/2004	5C	B	508 / paint/plast	8/8/2004	4/18/2006	1 NO ACCESS
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color at ceiling in the private hallway located at apt 5c, 5th story, 2nd apartment from east at south									
4833495	2097775	1/26/2004	1/22/2004	5C	B	508 / paint/plast	3/20/2004	4/18/2006	1 NO ACCESS
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the kitchen located at apt 5c, 5th story, 3rd apartment from west at north									
4833513	2097775	1/26/2004	1/22/2004	5C	B	510 / nuisance	3/20/2004	4/18/2006	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of water penetration evident at ceiling in the 3rd room from north located at apt 5c, 5th story									
4833516	2097775	1/26/2004	1/22/2004	5C	B	510 / nuisance	3/20/2004	4/18/2006	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of water penetration evident at ceiling in the kitchen located at apt 5c, 5th story, 3rd apartment from west at north									

### HPD Violation Details - Class B (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
333521	2097775	1/26/2004	1/22/2004	5C	B	508 / paint/plast	3/20/2004	4/18/2006	1 NO ACCESS
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling in the 3rd room from north located at apt 5c, 5th story, 3rd apartment from north at east									
4150823	1802747	4/1/2002	3/26/2002	3F	B	509 / secure	5/25/2002	4/22/2006	1 NO ACCESS
7-2005 adm code properly secure the loose wall cabinets in the kitchen located at apt 3f, 3rd story, 3rd apartment from east at south									
4131413	1794589	3/12/2002	3/7/2002	2A	B	508 / paint/plast	5/5/2002	4/22/2006	1 NO ACCESS
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling ; in the bathroom located at apt 2a, 2nd story, 3rd apartment from west at north									
4131417	1794589	3/12/2002	3/7/2002	2A	B	510 / nuisance	5/5/2002	4/22/2006	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of concealed water leak at ceiling ; in the bathroom located at apt 2a, 2nd story, 3rd apartment from west at north									
4104833	1782902	2/12/2002	2/8/2002	3F	B	506 / replace	4/7/2002	4/22/2006	1 NO ACCESS
7-2005 adm code replace with new the missing cabinet at east wall ; in the kitchen located at apt 3f, 3rd story, 3rd apartment from east at south									
4104848	1782902	2/12/2002	2/8/2002	3F	B	510 / nuisance	4/7/2002	4/22/2006	1 NO ACCESS
7-2005 adm code & 309 m/d law abate the nuisance consisting of wall cabinet placed at walkway ; thereby obstructing passage . in the kitchen located at apt 3f, 3rd story, 3rd apartment from east at south									
8965642	1725838	9/28/2001	9/26/2001	4J	B	566 / vermin	11/21/2001	4/18/2006	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin evidence of mice in the entire apartment located at apt 4j, west section , 4th story, 1st apartment from east at south									
3965045	1725838	9/28/2001	9/26/2001	4J	B	702 / smoke	11/21/2001	4/18/2006	NOT COMPLIED
7-2045 adm code repair or replace the smoke detector missing in the foyer located at apt 4j, west section , 4th story, 1st apartment from east at south									
571941	197449	5/12/1998	4/17/1998	4J	B	505 / replace	7/6/1998	4/18/2006	1 NO ACCESS
7-2005 adm code replace with new the broken or defective defective metal door 4th sty 2nd west north apt 4j entrance.									
571946	197449	5/12/1998	4/17/1998	4J	B	566 / vermin	7/6/1998	4/18/2006	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin mice 4th sty 2nd west north apt 4j all rooms.									
571947	197449	5/12/1998	4/17/1998	4J	B	566 / vermin	7/6/1998	4/18/2006	NOT COMPLIED
7-2018 adm code abate the nuisance consisting of vermin roaches 4th sty 2nd west north apt 4j all rooms.									
571829	197402	3/28/1989	1/31/1989	-	B	510 / nuisance	5/22/1989	7/1/2008	NOV SENT
7-2005 adm code & 309 m/d law abate the nuisance consisting of tv cable wires creating trip hazzard at fire escape balconies roof northwest south & southeast.									

### HPD Violation Details - Class C

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
9190851	4290646	11/4/2011	10/30/2011	1E	C	617 / lead	12/5/2011	4/10/2012	1 NO ACCESS
27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from north at east wall in the foyer located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9190853	4290646	11/4/2011	10/30/2011	1E	C	617 / lead	12/5/2011	4/10/2012	1 NO ACCESS
27-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) east wall in the bathroom located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9190854	4290646	11/4/2011	10/30/2011	1E	C	617 / lead	12/5/2011	4/10/2012	1 NO ACCESS
27-2056.8 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall in the 1st room from east located at apt 1e, 1st story, 1st apartment from west at north , section at east									
9128579	4262278	9/27/2011	9/26/2011	1K	C	567 / vermin	10/8/2011	9/27/2011	NOV SENT
27-2018 adm code abate the nuisance consisting of rodents rats in the entire apartment located at apt 1k, 1st story, 2nd apartment from west at north									
8672541	4046790	11/3/2010	10/27/2010	6G	C	617 / lead	12/4/2010	3/2/2011	1 NO ACCESS
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) west wall, north wall in the 4th room from east located at apt 6g, east section , 6th story, 1st apartment from west at north									
8057967	3754928	9/17/2009	9/11/2009	3L	C	526 / lock	9/28/2009	10/21/2009	NOV LATE
7-2005, 2007 adm code remove the illegal fastening pad lockable slide bolts at door leading to public hall in the foyer located at apt 3l, 3rd story, 6th apartment from east at south									
8019713	3724466	8/20/2009	8/12/2009	4H	C	616 / lead	9/20/2009	8/20/2009	NOV SENT
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st door from west at north wall, 1st door frame from west at north wall in the foyer located at apt 4h, 4th story, 4th apartment from east at south									
8019714	3724466	8/20/2009	8/12/2009	4H	C	616 / lead	9/20/2009	8/20/2009	NOV SENT
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from west at north wall in the 4th room from north located at apt 4h, 4th story, 4th apartment from east at south									
7691452	3558875	1/27/2009	1/27/2009	3B	C	618 / records	2/27/2009	1/27/2009	NOV SENT
7-2056.7 adm code -correct failure to provide to the department within 45 days of demand all records required to be maintained by owner									

# HPD Violation Details - Class C (continued)

Vio #	NOV #	Issue Date	Complaint Date	Apt	Class	Order/Type	Cert. Due	Status Date	Status
7509577	3479676	10/8/2008	10/3/2008	6F	C	617 / lead	11/8/2008	10/8/2008	NOV SENT
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) west wall, south wall, north wall in the 4th room from north located at apt 6f, 6th story, 3rd apartment from east at south									
6366669	2812945	9/15/2006	8/28/2006	5L	C	616 / lead	10/16/2006	9/15/2006	NOV SENT
7-2056.6 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or on a deteriorated subsurface using work practices set forth in 28 rcny §11-06(b)(2) ceiling in the 1st kitchen from east located at apt 5l, 5th story, 6th apartment from north at east									
6117933	2657342	4/24/2006	4/20/2006	2H	C	617 / lead	5/25/2006	4/24/2006	NOV SENT
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) 1st door frame from north at east wall, north wall in the bathroom located at apt 2h, 2nd story, 4th apartment from east at south									
5311646	2331583	3/17/2006	1/21/2005	5C	C	526 / lock	2/11/2005	4/18/2006	1 NO ACCESS
7-2005, 2007 adm code remove the illegal fastening double key operated lock at door in the entrance located at apt 5c, 5th story, 2nd apartment from east at south									
571909	197429	3/17/2006	10/28/1991	3H	C	555 / lead	12/4/1991	4/22/2006	1 NO ACCESS
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint center room clg 3rd sty 3rd from west at south apt 3h ms pellicier 324 9120 control no 3011-627-628 er1									
571910	197429	3/17/2006	10/28/1991	3H	C	555 / lead	12/4/1991	4/22/2006	1 NO ACCESS
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint foyer west wall 3rd sty 3rd from west at south apt 3h									
571911	197429	3/17/2006	10/28/1991	3H	C	555 / lead	12/4/1991	4/22/2006	1 NO ACCESS
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint bathroom clg 3rd sty 3rd from west at south apt 3h control no 3011-627-628									
571860	197418	3/17/2006	8/30/1990	3K	C	555 / lead	10/24/1990	4/22/2006	1 NO ACCESS
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint clg of west room private hall & foyer 3rd sty center north apt 3k west section ms avies 994 6069 er1, located at apt 3k									
571956	197454	3/17/2006	7/21/1998	4K	C	555 / lead	9/23/1998	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint north wall northeast room ms reyes 4th sty northwest apt 4k ph 324 6303 er1 7919									
571954	197454	3/17/2006	7/21/1998	4K	C	555 / lead	9/23/1998	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint ceiling northeast room 4th sty northwest apt 4k									
571956	197454	3/17/2006	7/21/1998	4K	C	555 / lead	9/23/1998	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint ceiling bathroom 4th sty northwest apt 4k									
571952	197452	3/17/2006	6/22/1998	4K	C	555 / lead	8/12/1998	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint north wall northeast room 4th sty 2nd from west north apt 4k ms reyes ph 718 324 6303 er1 5623									
571843	197413	3/17/2006	5/31/1990	4K	C	555 / lead	7/18/1990	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint clg 4th sty northwest apt 4k west room ms santiaago 324 0156									
571844	197413	3/17/2006	5/31/1990	4K	C	555 / lead	7/18/1990	4/18/2006	DEFECT LETTER
7-2013 adm code remove or cover in a manner approved by the department the peeling lead paint clg 4th sty northwest apt 4k east room ms santiaago 324 0156									
571841	197409	3/17/2006	4/5/1990	4G	C	508 / paint/plast	6/6/1990	4/18/2006	DEFECT LETTER
7-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color clg bathroom 4th sty front center apt 4g er1									
5793483	2520100	10/26/2005	10/21/2005	1D	C	617 / lead	11/26/2005	4/24/2006	DEFECT LETTER
7-2056.6 adm code - correct the lead-based paint hazard - paint that tested positive for lead content and that is peeling or on a deteriorated subsurface - using work practices set forth in 28 rcny §11-06(b)(2) north wall in the 1st room from north at west located at apt 1d, 1st story, 2nd apartment from west at north									
4146214	1799806	3/25/2002	3/21/2002	1H	C	610 / lead	4/30/2002	4/22/2006	1 NO ACCESS
7-2056.5 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or is on a deteriorated subsurface - using exclusive interim controls, ceiling in the bathroom located at apt 1h, 1st story									
4145217	1799806	3/25/2002	3/21/2002	1H	C	610 / lead	4/30/2002	4/22/2006	1 NO ACCESS
7-2056.5 adm code - correct the lead-based paint hazard - presumed lead paint that is peeling or is on a deteriorated subsurface - using exclusive interim controls, north wall in the 1st room from east at south located at apt 1h, 1st story									
3892345	1647524	4/25/2001	4/24/2001	6M	C	501 / repair	5/11/2001	4/18/2006	1 NO ACCESS
7-2005 adm code properly repair the broken or defective leaky steamriser, valve in the bathroom located at apt 6m, west section, 6th story, 1st apartment from west at north									

## HPD Emergency Repairs Details

OMO #	Issue Date	Repair Type	Award Amt.	Category	Date Complete	Status	Reason
E11082	9/25/2009	AOR	\$0	DELEAD	12/31/1969	cancel	No Access
local law # 1 violation: as per attached scope of work thoroughly remove all lead violations as per new york city administrative code 27-2056.11 and							
E930576	3/12/2009	OMO	\$111	GC	5/7/2009	history	OMO Complete
public area : at 5.5 floor staircase : re-install (1. stop, screw) window guard. total =1.remove all work related debris. mini rc omo #k903908.							
E930577	3/12/2009	OMO	\$62	GC	4/27/2009	cancel	Srvc Restored
apt #2c) at bedroom#1, kitchen#1, and bathroom#1 : re-install (1 each rooms, stop and screw) and at living room#1 re-install (2, stops and screws) win							
E930580	3/12/2009	OMO	\$671	GC	5/7/2009	history	OMO Complete
apt #il) at bedroom#1, bedroom#2, kitchen #1, and bathroom#1 : re-install (1 each rooms, stops and screws) window guard. total= 4.remove all work r							
E930582	3/12/2009	OMO	\$62	GC	5/7/2009	cancel	No Access
apt #2h) at bedroom#1 and living room#1: install (1 each rooms) window guards. and at bathroom#1 re-install (1, stop and screw) window guard. total =							
E927577	2/18/2009	OMO	\$86	GC	2/24/2009	cancel	Refuse Access
public area : at entrance of building : repair the bottom concrete tread.remove all work related debris. non s.w.p.note: contractor must c							
E923709	1/21/2009	OMO	\$86	GC	2/12/2009	history	Work Done
apartment # 1k. trace and repair bedroom ceiling leak. scrape plaster paint ceiling.							
E921266	12/31/2008	AOR	\$0	DELEAD	12/31/1969	history	Work Done
doh abatement:rm # 1 apartment entrance hallway from public hallway1. door opening on wall # 1 including casing, jambs stops exteriorco							
E829748	4/18/2008	OMO	\$86	GC	5/13/2008	cancel	Refuse Access
(apt. #1k) at room east north (1) room east north (2): trace and repair the source of water leak and loose plaster. at room east north (1): celli							
E816779	12/21/2007	OMO	\$321	GC	2/7/2008	history	OMO Complete
apt #2k) at room north west-1: install (2) sets of window stops and oneway screws, at room north-1 and bathroom: install (2 each rooms) window guards							
E719757	1/24/2007	AOR	\$83	GC	12/31/1969	history	OMO Complete
public area: at east stair, north window install windwo stops in 4 sty intermediate landing. "remove all work related debris"							
E718046	1/5/2007	OMO	\$28	DELEAD	1/14/2007	history	OMO Complete
as per rc # 2007001218401 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-30							
E718154	1/5/2007	OMO	\$91	GC	1/18/2007	cancel	Compl Refuse
(apt. #2k) trace, locate and repair the leak over the livingroom (possible radiator leak). repair ceiling approx. 20 sq ft. prime and paint 2 coats							
E717605	1/2/2007	OMO	\$28	DELEAD	1/14/2007	history	OMO Complete
as per rc # 2007001218401 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-30							
E715727	12/8/2006	OMO	\$764	GC	12/18/2006	history	OMO Complete
apt 3g) at apt 3g repair and paint the broken ceiling at the east room. approx. 20 sq ft. " remove all work related debris". s.w.p. children under							
E715496	12/6/2006	AOR	\$561	DELEAD	12/31/1969	history	OMO Complete
local law #1 violation: as per hpd's abatement requirement contracts and attached scope of work thoroughly remove all lead violations as per new yo							
E714499	11/27/2006	AOR	\$269	GC	12/31/1969	cancel	No Access
apartment #2kinstall new window guards, two (2) in livingroom, one (1) in bathroom and two (2) in bedroom.							
E711372	10/20/2006	AOR	\$143	GC	12/31/1969	history	OMO Complete
(public area) reinstall 2 window guards with stops and 1-way screws at 4-12 and 6-12 public hall intermediate landings. remove all work related de							
E711378	10/20/2006	OMO	\$91	GC	11/4/2006	cancel	Other
(public area) repair and paint the walls and ceiling of the bulkhead and the 5th story ceiling. remove all work related debris. s.w.p. for public							
E700501	7/10/2006	OMO	\$30	DELEAD	7/20/2006	history	OMO Complete
as per rc # 2006001274404 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-3							
E636357	6/8/2006	AOR	\$0	DELEAD	12/31/1969	cancel	LL Complied
local law #1 violation : as per hpd's abatement requirement contracts and attached scope of work thoroughly remove all lead violations as per new yor							
E632119	4/27/2006	OMO	\$91	GC	5/10/2006	cancel	LL Complied
apartment #1cat bathroom, repair ceiling at bathroom to smooth finish, compound, prime and paint entire ceiling 30 sq. ft. remove all work related							
E621841	1/20/2006	OMO	\$91	GC	2/8/2006	cancel	Refuse Access
apt #5g)locate and repair the source of leak affecting the bathroom bedroom ceilings. no demo needed, prime and paint (2) coats to match the exis							
E617493	12/13/2005	OMO	\$30	DELEAD	4/10/2007	history	OMO Complete
as per rc #2006001274402 (enviro-probe, inc.), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-3							
E514708	11/18/2005	OMO	\$865	GC	12/31/1969	cancel	Other
apt.#5g)locate and repair the source of leak affecting the bathroom bedroom ceilings. no demo needed. prime and paint (2) coats to match the exis							

## HPD Emergency Repairs Details (continued)

OMO #	Issue Date	Repair Type	Award Amt.	Category	Date Complete	Status	Reason
E533277	5/31/2005	OMO	\$34	DELEAD	6/28/2005	history	OMO Complete
as per rc #2005001338401 (enviro-probe inc), perform total lead analysis of 05 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E530151	4/29/2005	OMO	\$307	GC	5/9/2005	history	Part Comp
at entrance door, replace broken safety wire glass with new wire glass.remove all work related debris.note: contractor must contact hpd (718)							
E526959	4/1/2005	OMO	\$1,811	GC	4/19/2005	history	OMO Complete
apt. 2b: demo complete ceiling in livingroom and private halls approx 450 sq ft, sheetrock, (58), tape, compound, prime and paint with (2) coats of							
E521188	2/8/2005	OMO	\$91	GC	4/15/2005	cancel	Refuse Access
repair the livingroom ceiling (80sq.ft.), replace the ceiling tiles in livingroom.note: contractor must contact hpd at 718-636-3026 with start da							
E519535	1/26/2005	OMO	\$612	GC	2/8/2005	history	OMO Complete
(apt. #4k) demolish loose plaster at bedroom ceiling and wall, approx. 30 sq. ft. cement plaster patch wall and ceiling, approx. 30 sq. ft. prime a							
E516864	12/31/2004	AOR	\$0	PLUMB	12/31/1969	cancel	Apt Vacant
apartment #6j:bathroom: install 1 tub spout							
E506078	8/12/2004	OMO	\$30	DELEAD	5/25/2005	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505808	8/10/2004	OMO	\$30	DELEAD	8/13/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505658	8/9/2004	OMO	\$30	DELEAD	9/19/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505566	8/6/2004	OMO	\$30	DELEAD	9/19/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505572	8/6/2004	OMO	\$30	DELEAD	4/10/2005	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505485	8/5/2004	OMO	\$30	DELEAD	9/19/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E505420	8/4/2004	OMO	\$30	DELEAD	8/7/2004	history	OMO Complete
as per rc #2004000522203 (enviro-probe inc), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-305							
E504148	7/17/2004	AOR	\$4,055	DELEAD	12/31/1969	history	OMO Complete
erp II 3Bviolation:as per attached scope of work, rc # thoroughly remove all lead violations as per new york city health code section 173.14 and as n							
E426848	6/25/2004	AOR	\$132	GC	12/31/1969	history	OMO Complete
(apt.#6e)bathroom, bedroom install window guard complete (2).							
E425278	6/4/2004	OMO	\$33	DELEAD	9/8/2003	history	OMO Complete
as per rc #200300573101 (international asb test lab), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa)							
E423059	4/30/2004	OMO	\$906	GC	5/15/2004	history	OMO Complete
apt #11 kitchen,lr, br#1, br#2 wash down mold and mildew with water and bleach at window frames, molding and area around window prime with sta							
E421651	4/15/2004	OMO	\$605	GC	5/3/2004	history	OMO Complete
(apt. #11) at south bedroom clean south and west walls of mold and mildew at window areas. prime with stain killer and paint. remove all work relat							
E419126	3/18/2004	OMO	\$91	GC	3/30/2004	cancel	Refuse Access
demolish concrete step at front building. supply and install a new concrete step at front up building remove all rubbish.note: contractor must co							
E411243	12/17/2003	OMO	\$890	GC	1/20/2004	history	OMO Complete
(apt.#4k) locate and repair leak in foyer. repair ceiling of foyer (25 sq. ft.)note: contractor must contact hpd (718) 636-3021, 636-3026, 63							
E409656	11/25/2003	OMO	\$15	DELEAD	12/31/1969	history	OMO Complete
as per rc #k315230 (international asbestos testing lab), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (e							
E403910	8/28/2003	OMO	\$0	DELEAD	12/31/1969	cancel	User Error
as per rc #200300573101 (international asb test lab), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa)							
E400191	7/7/2003	OMO	\$1,216	GC	8/16/2003	history	OMO Complete
(apt. #4k) trace and repair leak from apartment above. demolish 40 sq. ft. of ceiling and plaster approx 18 sq. ft. of wall. prime and paint entire							
E400111	7/2/2003	AOR	\$0	GC	12/31/1969	cancel	LL Complied
public hall: remove window cover with plastic reglaze re-install sash.							
324774	6/12/2003	OMO	\$91	GC	7/21/2003	cancel	Compl Refuse
apt. #4k) at private hallway demo ceiling 4x4. repair concealed water leak from above. repair hall ceiling prime and paint to match.note: vendo							

# HPD Emergency Repairs Details (continued)

OMO #	Issue Date	Repair Type	Award Amt.	Category	Date Complete	Status	Reason
E324169	6/5/2003	AOR	\$0	GC	12/31/1969	cancel	Too Extensive
( public area) remove sash and cover window with plastic and re-glaze window then re-install window.							
E220869	5/24/2002	AOR	\$0	GC	12/31/1969	cancel	Compl Refuse
(apt.#2h) remove mold and mildew approx. (10 sq. ft.) east and south wall.							
E220288	5/16/2002	OMO	\$43	DELEAD	6/28/2002	history	OMO Complete
as per rc #20010019679c (emsl), perform total lead analysis of 07 dust wipe sample(s) via environmental protection agency (epa) sw845-3050-7420 method							
E218386	4/15/2002	OMO	\$31	DELEAD	4/25/2002	history	OMO Complete
as per rc #20010019679c (emsl), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-3050-7420 method							
E217311	3/28/2002	AOR	\$324	MISC	12/31/1969	history	OMO Complete
(apt.#1h) remove and properly reinstall kitchen wood cabinet.							
E214557	2/11/2002	AOR	\$367	DELEAD	12/31/1969	history	HPD Tested
II 38 abate: abate as per rc # 10019786. thoroughly remove all lead violations as per new york city health code section 173.14 and as noted in the sc							
E211881	1/3/2002	AOR	\$67	GC	12/31/1969	cancel	Refuse Access
(apt# 6a) capsheet and tar over apartment# 6a bedroom livingroom. (to abate leak). remove work debris							
E211884	1/3/2002	AOR	\$0	GC	12/31/1969	cancel	Other
(apt# 6a) remove mold and mildew on ceiling and wall.							
E211885	1/3/2002	AOR	\$500	GC	12/31/1969	history	OMO Complete
(apt# 6a) install wguard in kitchen. replace wguard and one-way screws thru-out apartment.							
E209651	11/30/2001	AOR	\$67	GC	12/31/1969	cancel	Refuse Access
(apt#4k) kitchen cover floor with plastic demo loose ceiling 15 sq. ft., sheetrock ceiling 15 sq. ft. plaster tape and compound remove all debris							
E200357	7/6/2001	AOR	\$67	GC	12/31/1969	cancel	Refuse Access
(apt #5l) at kitchen, lvngrm and bdrm #1, reinstall wgs with new stops and one way screws. in bdrm #2 and bthrm, install (1 ea.) wgs and stops.							
E106101	9/29/2000	AOR	\$211	GC	12/31/1969	history	OMO Complete
(apt # 5k) remove mold at bthrm window frame approx., (4 sq.ft.) by bleach water, stain killer and touch paint (4 sq.ft.) remove work debris.							
E100027	7/5/2000	AOR	\$216	GC	12/31/1969	history	OMO Complete
apt. #5l ( bathroom ) cover floor with drop cloth . demo approx. 12 sq.ft. ceiling, sheetrock, plaster, tape and compound. bag remove all rubb							
E021670	5/11/2000	OMO	\$31	DELEAD	7/18/2000	history	OMO Complete
as per tertiary rc #20000018711 (emsl), perform total lead analysis of 04 dust wipe sample(s) via environmental protection agency (epa) sw845-3050-74							
E020114	4/11/2000	AOR	\$370	DELEAD	12/31/1969	history	OMO Complete
for all violations: abate as per rc # 9914486b. thoroughly remove all lead violations as per new york city health code section 173.14 and as noted in							



## HPD Litigation History

Date Opened	Type	Status	Outstanding Judgment?
12/7/2010	Tenant Action	CLOSED	NO
5/14/2009	Access Warrant - Non-Lead	CLOSED	NO
7/28/2008	Access Warrant - Non-Lead	CLOSED	NO
1/24/2008	Heat and Hot Water	CLOSED	NO
11/13/2007	Tenant Action	CLOSED	NO
1/18/2007	Tenant Action	CLOSED	NO
1/30/2006	Heat and Hot Water	CLOSED	NO
3/24/2005	Tenant Action	CLOSED	NO
1/6/2005	Heat and Hot Water	CLOSED	NO
12/13/2004	Tenant Action	CLOSED	NO

## DOB Exposure Summary

## DOB Violation Totals

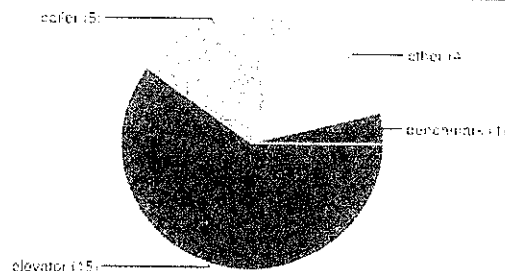
Violations Currently Active: 17

Dismissed Violations: 8

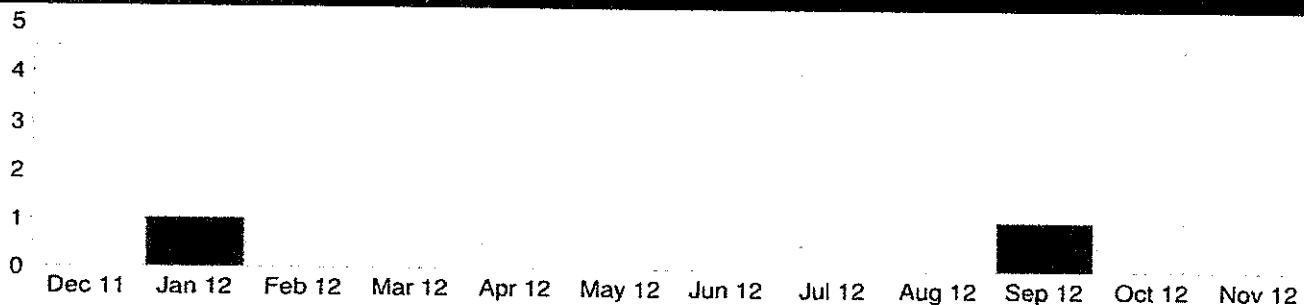
New Violations This Month: 0

Open DOB Complaints: 0

## DOB Violation Types



## DOB Violation History (12 Months)



## ECB Violation Details

## ECB Violation Totals

Not Complied:

0

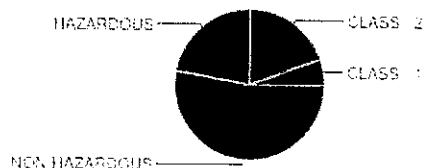
Total Penalty (12m):

\$1,500

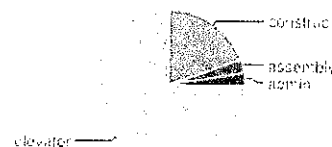
Outstanding Balance:

\$70,880

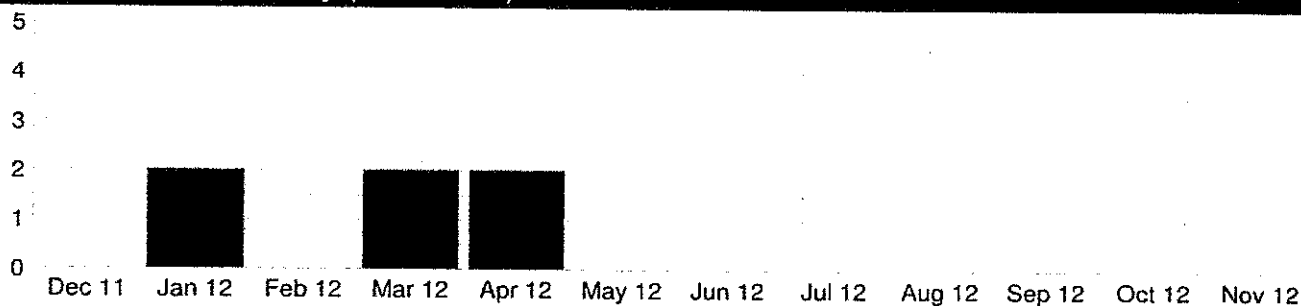
## ECB Violation Severity



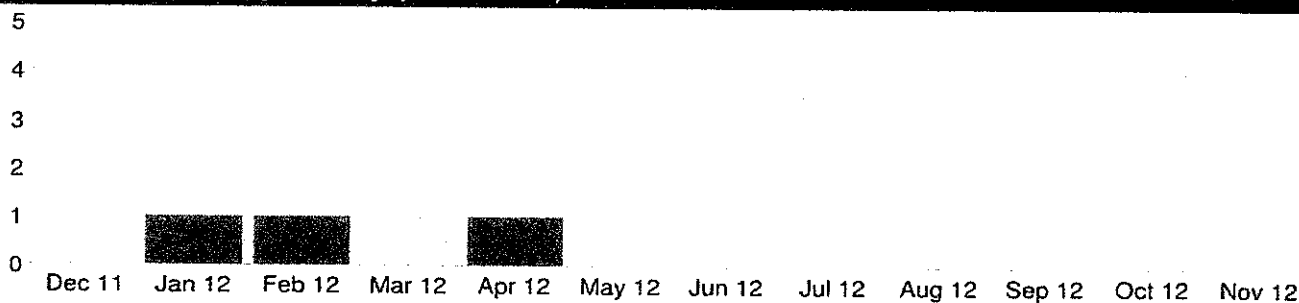
## ECB Violation Types



## ECB Violation Issue History (12 Months)



## DOB Complaint Activity History (12 Months)



### DOB Complaint # 2171171

DOB Complaint #	Category	Received Date	Priority	Status
2171171	ELEVATOR - DEFECTIVE / INOPERATIVE	4/3/2012	B	RESOLVED
Details: ELEVATOR NOT WORKING AT ALL				
Disposition: 4/4/2012 - H1 - PLEASE SEE COMPLAINT NUMBER SEE REFERENCED COMPLAINT				

### DOB Complaint # 2169669

DOB Complaint #	Category	Received Date	Priority	Status
2169669	ELEVATOR - DEFECTIVE / INOPERATIVE	2/18/2012	B	RESOLVED
Details: ONLY ELEVATOR IN BLDNG OUT SINCE LAST WEEK, PLS CHECK				
Disposition: 3/27/2012 - H1 - PLEASE SEE COMPLAINT NUMBER SEE REFD COMPLT				

### DOB Complaint # 2168582

DOB Complaint #	Category	Received Date	Priority	Status
2168582	ELEVATOR - DEFECTIVE / INOPERATIVE	1/19/2012	B	RESOLVED
Details: CLR STS THAT THIS IS A SIX STORY BUILDING AND THE ELEVATOR HAS BEEN O/O/O FOR OVER A WEEK. 72 UNITS WITH ELDERLY, AND DISABLED INBUILDING POSSIBLE IN BASEMENT				
Disposition: 3/27/2012 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED				

### DOB Complaint # 2163708

DOB Complaint #	Category	Received Date	Priority	Status
2163708	ELEVATOR - DEFECTIVE / INOPERATIVE	8/31/2011	B	RESOLVED
Details: CLR STS 1 EELVATOR IN A 6 STORY RESIDENTIAL BLDG....OOS SINCE HURRUCANE IRENE....PLS INV				
Disposition: 1/10/2012 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED				

### DOB Complaint # 2162895

DOB Complaint #	Category	Received Date	Priority	Status
2162895	ADJACENT BUILDINGS - NOT PROTECTED	8/9/2011	A	RESOLVED
Details: WHATEVER THEY ARE DOING UPSTAIRS THEY ARE CAUSING DAMAGE TOTHE CEILING TO THE APARTMENT. LOCATED BELOW. CEILING IS CRACKED AND WATER LEAKS ARE PRESENT				
Disposition: 8/16/2011 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO CONSTRUCTION WORK IN APARTMENT 5J AND NO RESPONSE TO THEDOOR OF APARTMENT 4J				

### DOB Complaint # 2148016

DOB Complaint #	Category	Received Date	Priority	Status
2148016	ELEVATOR- DANGER CONDITION/SHAFT OPEN/UNGUARDED	7/24/2010	A	RESOLVED
Details: THERE IS A PROBLEM WITH THIS ELEVATOR CALLER WAS STUCK ONTHE ELEVATOR FOR THE LAST 30 MIN AND THE FIRE DEPARTMENT HAD TO COMEAND GET HER OUT ELEVATOR NEEDS TO BE INSPECTED				
Disposition: 7/25/2010 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED				

### DOB Complaint # 2147069

DOB Complaint #	Category	Received Date	Priority	Status
2147069	ELEVATOR - DEFECTIVE / INOPERATIVE	6/29/2010	B	RESOLVED
Details: CLR STS THE ONLY ELEVATOR THAT SERVICES THIS 6-STORY RESIDENTIAL LOCATION IS OUT OF SERVICE. CLR STS CHRONIC PROBLEM FOR THE LOCATION				
Disposition: 7/25/2010 - H1 - PLEASE SEE COMPLAINT NUMBER REFER TO COMPLAINT # 2148016				

### DOB Complaint # 2142514

DOB Complaint #	Category	Received Date	Priority	Status
2142514	ELEVATOR - DEFECTIVE / INOPERATIVE	3/12/2010	B	RESOLVED
Details:	THE 1 ELEVATOR IN THE BUILDING AT THE GIVEN ADD HAS NOT BEEN WORKING FOR 2 WEEKS AND IS AN ON GOING CHRONIC PROBLEM.WHEN THE ELEVATOR IS REPAIRED IT IS DEFECTIVE			
Disposition:	5/6/2010 - H1 - PLEASE SEE COMPLAINT NUMBER PI			

### DOB Complaint # 2142378

DOB Complaint #	Category	Received Date	Priority	Status
2142378	ELEVATOR - DEFECTIVE / INOPERATIVE	3/9/2010	B	RESOLVED
Details:	THE ELEVATOR IN BUILDING IS NOT WORKING. THIS OCCURS EVERYOTHER DAY. ITS ONLY ONE ELEVATOR TO BUILDING. AND IT STOPS IN BETWEEN FLOORS			
Disposition:	5/6/2010 - A1 - BUILDINGS VIOLATION(S) SERVED VF			

### DOB Complaint # 2127778

DOB Complaint #	Category	Received Date	Priority	Status
2127778	ELEVATOR - DEFECTIVE / INOPERATIVE	3/18/2009	B	RESOLVED
Details:	CALLER STATES THE ELEVATOR HAS NOT BEEN WORKING FOR 6 DAYSTHIS IS A ONGOING PROBLEM THE BUILDING HAS 6 FLOOR			
Disposition:	4/6/2009 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION			

### DOB Complaint # 2127701

DOB Complaint #	Category	Received Date	Priority	Status
2127701	ELEVATOR - DEFECTIVE / INOPERATIVE	3/17/2009	B	RESOLVED
Details:	CALLER STATES THAT THE ELEVATOR HAS NOT WORKED AT ALL FOR THE PAST 6 DAYS			
Disposition:	4/6/2009 - H1 - PLEASE SEE COMPLAINT NUMBER PI			

### DOB Complaint # 2125081

DOB Complaint #	Category	Received Date	Priority	Status
2125081	ELEVATOR - DEFECTIVE / INOPERATIVE	1/16/2009	B	RESOLVED
Details:	ELEVATOR OUT OF SERVICE			
Disposition:	1/16/2009 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION ISSUED			

### DOB Complaint # 2124093

DOB Complaint #	Category	Received Date	Priority	Status
2124093	DEBRIS/BUILDING - FALLING OR IN DANGER OF FALLING	12/22/2008	A	RESOLVED
Details:	CALLER STS THERE IS A NEW BLDG UNDER CONSTRUCTION WHERE THERE ARE 3 LARGE PLYWOODS HOLDING UP THE SCAFFOLDING AND 1 FELL HALF WAY DOWN AND ABOUT TO HIT THE ELECTRICAL POLE/LOCATED ACROSS FROM ADDRESS			
Disposition:	12/23/2008 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO SCAFFOLD NOR LOOSE PLYWOOD OBSERVED AT PREMISES AT TIMEOF INSPECTION			

### DOB Complaint # 2120956

DOB Complaint #	Category	Received Date	Priority	Status
2120956	ELEVATOR - DEFECTIVE / INOPERATIVE	10/10/2008	B	RESOLVED
Details:	CALLER STS NO ELEVATOR SERVICE AT ABOVE ADDRESS PLS INVESTIGATE			
Disposition:	10/19/2008 - A1 - BUILDINGS VIOLATION(S) SERVED VIOL TO OWNER			

### DOB Complaint # 2119580

DOB Complaint #	Category	Received Date	Priority	Status
2119580	ELEVATOR - DEFECTIVE / INOPERATIVE	9/8/2008	B	RESOLVED
Details: CALLER STATES ELEVATOR HAS BEEN INOPERATIVE FOR PAST MONTH CCALLER STATES SHE IS A SENIOR CITIZEN AND IS UNABLE TO GO UP AND DOWNSTAIRS				
Disposition: 9/30/2008 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION				

### DOB Complaint # 2119334

DOB Complaint #	Category	Received Date	Priority	Status
2119334	ELEVATOR - DEFECTIVE / INOPERATIVE	9/1/2008	B	RESOLVED
Details: CLR STS ELEVATOR HAS BEEN ON/OFF FOR 1.5 MONTHS				
Disposition: 9/30/2008 - H1 - PLEASE SEE COMPLAINT NUMBER PI				

### DOB Complaint # 2119291

DOB Complaint #	Category	Received Date	Priority	Status
2119291	ELEVATOR - DEFECTIVE / INOPERATIVE	8/30/2008	B	RESOLVED
Details: CALLER STS THAT THE ELEVATOR IN HER BUILDING IS OUT OF ORDER				
Disposition: 9/30/2008 - H1 - PLEASE SEE COMPLAINT NUMBER PI				

### DOB Complaint # 2118800

DOB Complaint #	Category	Received Date	Priority	Status
2118800	ELEVATOR - DEFECTIVE / INOPERATIVE	8/18/2008	B	RESOLVED
Details: CLR STS ONE ELEVATOR-DEFECTIVE				
Disposition: 9/30/2008 - H1 - PLEASE SEE COMPLAINT NUMBER PI				

### DOB Complaint # 2118787

DOB Complaint #	Category	Received Date	Priority	Status
2118787	ELEVATOR - DEFECTIVE / INOPERATIVE	8/18/2008	B	RESOLVED
Details: THE CALLER STATES, THE ELEVATOR HAS BEEN OUT SINCE LAST THURS. THIS IS AN ONGOING PROBLEM. IT WAS OUT PREVIOUSLY FOR 8 DAYS. THIS IS A 6 STORY BUILDING WITH DISABLED TENANTS. PLEASE INVESTIGATE				
Disposition: 9/30/2008 - H1 - PLEASE SEE COMPLAINT NUMBER PI				

### DOB Complaint # 2118767

DOB Complaint #	Category	Received Date	Priority	Status
2118767	ELEVATOR - DEFECTIVE / INOPERATIVE	8/18/2008	B	RESOLVED
Details: THE CALLER STATES THE ELEVATOR IS O/O/O SINCE THURSDAY				
Disposition: 9/30/2008 - H1 - PLEASE SEE COMPLAINT NUMBER PI				

### DOB Complaint # 2118766

DOB Complaint #	Category	Received Date	Priority	Status
2118766	ELEVATOR - DEFECTIVE / INOPERATIVE	8/18/2008	B	RESOLVED
Details: CLR STS ONE ELEVATOR-DEFECTIVE				
Disposition: 9/10/2008 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED				

Complaint #	Category	Received Date	Priority	Status
2118752	ELEVATOR - DEFECTIVE / INOPERATIVE	8/17/2008	B	RESOLVED
Details: ONLY ELEVATOR IN BLDG. OUT OF SERVICE 2 WKS				
Disposition: 9/10/2008 - H1 - PLEASE SEE COMPLAINT NUMBER				

### DOB Complaint # 2118535

DOB Complaint #	Category	Received Date	Priority	Status
2118535	ELEVATOR - DEFECTIVE / INOPERATIVE	8/13/2008	B	RESOLVED
Details: CALLER STATES, THE ELEVATOR IS STILL BROKEN. CALLER STATES, HER MOM IS 80 YEARS OLD. SHE NEEDS THE ELEVATOR REPAIRED				
Disposition: 8/15/2008 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOALTION				

### DOB Complaint # 2118488

DOB Complaint #	Category	Received Date	Priority	Status
2118488	ELEVATOR - DEFECTIVE / INOPERATIVE	8/12/2008	B	RESOLVED
Details: CLR. STATES ONE ELEVATOR IN A 6 FLOOR BLDG IN WHICH IT HAS BEEN OUT OF SERVICE FOR THE PAST THREE WEEKS. ELDERLY PEOPLE IN BUILDING - MGMT NOT ANSWERING PHONE, SUPER AWARE OF PROBLEM. PLS INSPECTION				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION				

### DOB Complaint # 2118415

DOB Complaint #	Category	Received Date	Priority	Status
2118415	ELEVATOR - DEFECTIVE / INOPERATIVE	8/11/2008	B	RESOLVED
Details: CALLER STATES THAT THE ELEVATOR HAS BEEN OUT FOR 5-6 DAYS				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION				

### DOB Complaint # 2118388

DOB Complaint #	Category	Received Date	Priority	Status
2118388	ELEVATOR - DEFECTIVE / INOPERATIVE	8/11/2008	B	RESOLVED
Details: ELEVATOR STRAIGHT AHEAD UPON ENTERING LOBBY/THIS IS THE ONLY ELEVATOR SERVICING THIS BUILDING/INOPERABLE FOR 7 DAYS/THIS IS AN ONGOING PROBLEM WITH NO ELEVATOR SERVICE				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION				

### DOB Complaint # 2118334

DOB Complaint #	Category	Received Date	Priority	Status
2118334	ELEVATOR - DEFECTIVE / INOPERATIVE	8/8/2008	B	RESOLVED
Details: CALLER STS ELEVATOR BEEN OUT OF ORDER SINCE TUESDAY				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION ISSUED				

### DOB Complaint # 2118320

DOB Complaint #	Category	Received Date	Priority	Status
2118320	ELEVATOR - DEFECTIVE / INOPERATIVE	8/8/2008	B	RESOLVED
Details: CLR STS ONLY ELEVATOR HAS BEEN OUT SINCE LAST WEEK				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION ISSUED				

### DOB Complaint # 2118307

DOB Complaint #	Category	Received Date	Priority	Status
2118307	ELEVATOR - DEFECTIVE / INOPERATIVE	8/7/2008	B	RESOLVED
Details: CALLER STATES THE ELEVATOR IS DEFECTIVE AND THE ELEVATOR IS NOT WORKING				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION				

### DOB Complaint # 2118266

DOB Complaint #	Category	Received Date	Priority	Status
2118266	ELEVATOR - DEFECTIVE / INOPERATIVE	8/7/2008	B	RESOLVED
Details: CALLER STATES THAT THE ELEVATOR IS NOT WORKING. IT WORKS ON AND OFF				
Disposition: 8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION				



### DOB Complaint # 2116819

DOB Complaint #	Category	Received Date	Priority	Status
2116819	ELEVATOR - DEFECTIVE / INOPERATIVE	7/10/2008	B	RESOLVED
Details:	CLR STS AT THE ABOVE ADDRESS THE ELEVATOR IN THE BUILDING DO NOT GO TO THE 6TH FLOOR. CALLER STATES SHE HAS TO GET OFF AT THE 5TH FLOOR AND WALK UP			
Disposition:	8/15/2008 - H1 - PLEASE SEE COMPLAINT NUMBER NO VIOLATION			

### DOB Complaint # 2105681

DOB Complaint #	Category	Received Date	Priority	Status
2105681	ELEVATOR - DEFECTIVE / INOPERATIVE	10/15/2007	B	RESOLVED
Details:	CALLER STS THE ELEVATOR IS NOT WORKING IN THIS BUILDING PLSINVESTIGATE			
Disposition:	10/30/2007 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION. ISSUED			

### DOB Complaint # 2098853

DOB Complaint #	Category	Received Date	Priority	Status
2098853	ELEVATOR - DEFECTIVE / INOPERATIVE	5/12/2007	B	RESOLVED
Details:	CALLER STS THAT THE ELEVATOR IN THE WHOLE BUILDING IS NOT WORKING			
Disposition:	5/18/2007 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION			

### DOB Complaint # 2098852

DOB Complaint #	Category	Received Date	Priority	Status
2098852	ELEVATOR - DEFECTIVE / INOPERATIVE	5/12/2007	B	RESOLVED
Details:	CALLER STS THAT ELEVATOR IS NOT WORKING. THERE IS ONLY ONE ELEVATOR IN THE WHOLE BUILDING			
Disposition:	5/18/2007 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION			

### DOB Complaint # 2098737

DOB Complaint #	Category	Received Date	Priority	Status
2098737	ELEVATOR - DEFECTIVE / INOPERATIVE	5/9/2007	B	RESOLVED
Details:	THE ELEVATOR IS OUT OF ORDER, HAS BEEN SINCE OUT OF ORDER FOR 2 WEEKS			
Disposition:	5/18/2007 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION			

### DOB Complaint # 2096086

DOB Complaint #	Category	Received Date	Priority	Status
2096086	ELEVATOR - DEFECTIVE / INOPERATIVE	3/12/2007	B	RESOLVED
Details:	DEFECTIVE ELEVATOR/6 STORY FACILITY			
Disposition:	4/24/2007 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION			

### DOB Complaint # 2069655

DOB Complaint #	Category	Received Date	Priority	Status
2069655	ELEVATOR - DEFECTIVE / INOPERATIVE	4/26/2005	B	RESOLVED
Details:	DEFECTIVE ELEVATOR - HAS BEEN OUT OF ORDER FOR OVER A WEEK			
Disposition:	5/2/2005 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED			

### DOB Complaint # 2069607

DOB Complaint #	Category	Received Date	Priority	Status
2069607	ELEVATOR - DEFECTIVE / INOPERATIVE	4/25/2005	B	RESOLVED
Details:	ELEVATOR WORKING BUT SKIPPING 2ND FLOOR. SEEMS AS THOUGH BUTTON HAS NO ELECTRICITY			
Disposition:	5/2/2005 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT			

### DOB Complaint # 2066983

DOB Complaint #	Category	Received Date	Priority	Status
2066983	ELEVATOR - DEFECTIVE / INOPERATIVE	2/7/2005	B	RESOLVED
Details:	1 ELEVATOR OUT OF SERVICE 6 FLOOR IN DWELLING. SINCE 1/3/05			
Disposition:	2/22/2005 - H1 - PLEASE SEE COMPLAINT NUMBER SEE REFERENCE C#2066952			

### DOB Complaint # 2066952

DOB Complaint #	Category	Received Date	Priority	Status
2066952	ELEVATOR - DEFECTIVE / INOPERATIVE	2/7/2005	B	RESOLVED
Details:	INOPERATIVE ELEVATOR IN 6FL BLDG /OWNER WORKING ON ELEV FOR ONE MONTH AND HAS NOT COMPLETED REPAIR AT THE ABOVE ADDRESS			
Disposition:	2/22/2005 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION FOUND			

### DOB Complaint # 2066876

DOB Complaint #	Category	Received Date	Priority	Status
2066876	ELEVATOR - DEFECTIVE / INOPERATIVE	2/4/2005	B	RESOLVED
Details:	ONE ELEVATOR OUT OF SERVICE FOR A WHILE			
Disposition:	2/7/2005 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO VIOLATION			

### DOB Complaint # 2066769

DOB Complaint #	Category	Received Date	Priority	Status
2066769	ELEVATOR - DEFECTIVE / INOPERATIVE	2/1/2005	B	RESOLVED
Details:	ELEVATOR IN BLDG INOPERATIVE			
Disposition:	3/14/2005 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT 2066070			

### DOB Complaint # 2066070

DOB Complaint #	Category	Received Date	Priority	Status
2066070	ELEVATOR - DEFECTIVE / INOPERATIVE	1/5/2005	B	RESOLVED
Details:	ONE INOPERABLE ELEVATOR			
Disposition:	2/7/2005 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION LAST INSPECTION 1/14/05			

### DOB Complaint # 2065678

DOB Complaint #	Category	Received Date	Priority	Status
2065678	ELEVATOR NOT INSPECTED/ILLEGAL/NO PERMIT	12/17/2004	D	RESOLVED
Details:	ELEVATOR NOT INSPECTED			
Disposition:	1/3/2005 - A1 - BUILDINGS VIOLATION(S) SERVED ELEVATOR IN HAZARDOUS CONDITION. SERVED A CEASE USE VIOLATION			

### DOB Complaint # 2065602

DOB Complaint #	Category	Received Date	Priority	Status
2065602	ELEVATOR - DEFECTIVE / INOPERATIVE	12/15/2004	B	RESOLVED
Details:	ELEVATOR TO THE BLDG OUT OF ORDER FOR THE PAST 3 WEEKS			
Disposition:	12/16/2004 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION SUBSEQUENT PERIODIC INSPECTION PERFORMED			

### DOB Complaint # 2065599

DOB Complaint #	Category	Received Date	Priority	Status
2065599	ELEVATOR - DEFECTIVE / INOPERATIVE	12/15/2004	B	RESOLVED
Details:	CLR STATES THAT THE ELEVATOR HAS NOT BEEN WORKING FOR OVER A WEEK			
Disposition:	12/16/2004 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION SUBSEQUENT PERIODIC INSPECTION PERFORMED			

### DOB Complaint # 2065588

DOB Complaint #	Category	Received Date	Priority	Status
2065588	ELEVATOR - DEFECTIVE / INOPERATIVE	12/14/2004	B	RESOLVED
Details:	CALLER STATE THAT THE ONLY ELEVATOR IN HER SIX STORY BUILDING HAS BEEN INOPERATIVE FOR ABOUT 3 WEEKS. NO NOTICES POSTED BY MANAGEMENT ABOUT DEFECTIVE ELEVATOR. CALLER HAS COMPLAINED BEFORE			
Disposition:	12/16/2004 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION SUBSEQUENT PERIODIC INSPECTION PERFORMED			

### DOB Complaint # 2065476

DOB Complaint #	Category	Received Date	Priority	Status
2065476	ELEVATOR - DEFECTIVE / INOPERATIVE	12/11/2004	B	RESOLVED
Details:	THE ELEVATOR OUT OF SERVICE WHEELCHAIR ELDERLY AND HANDICAPPED TENANTS AFFECTED			
Disposition:	12/16/2004 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION SUBSEQUENT PERIODIC INSPECTION PERFORMED			

### DOB Complaint # 2065415

DOB Complaint #	Category	Received Date	Priority	Status
2065415	ELEVATOR - DEFECTIVE / INOPERATIVE	12/9/2004	B	RESOLVED
Details:	THERE SEVERAL COMPLAINTS REGARDING THIS ONE ELEVATOR AND TENANT STATES ELEVATOR CONSTANTLY OUT OF ORDER AND STICKING ON FLOOR OR SOMETIMES SKIPPING FLOORS LAST INSP 12/01			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2065350

DOB Complaint #	Category	Received Date	Priority	Status
2065350	ELEVATOR - DEFECTIVE / INOPERATIVE	12/6/2004	B	RESOLVED
Details:	ELEV OUT OF SERVICE 1 ELEV 6FLS			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2065349

DOB Complaint #	Category	Received Date	Priority	Status
2065349	ELEVATOR - DEFECTIVE / INOPERATIVE	12/6/2004	B	RESOLVED
Details:	ELEVATOR NOT WORKING PLEASE GO TO CALLER APARTMENT BEFORE INSPECTION..THIS IS CRONIC AND OCCURS EVERYTIME			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2065283

DOB Complaint #	Category	Received Date	Priority	Status
2065283	ELEVATOR - DEFECTIVE / INOPERATIVE	12/3/2004	B	RESOLVED
Details:	ELEVATOR OUT OF SERVICE 1 ELEV 6 FL			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2065098

DOB Complaint #	Category	Received Date	Priority	Status
2065098	ELEVATOR - DEFECTIVE / INOPERATIVE	11/27/2004	B	RESOLVED
Details:	ONE INOPERABLE ELEVATOR			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2065014

DOB Complaint #	Category	Received Date	Priority	Status
2065014	ELEVATOR - DEFECTIVE / INOPERATIVE	11/22/2004	B	RESOLVED
Details:	ELEVATOR TO THE BLDG INOPERATIVE			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2064119

DOB Complaint #	Category	Received Date	Priority	Status
2064119	ELEVATOR - DEFECTIVE / INOPERATIVE	10/21/2004	B	RESOLVED
Details:	ELEVATOR DOES GO DOWN ON SEVERAL FLOORS, WHEN YOU GET INTO THE ELEVATOR THE INSIDE DOOR DOES NOT CLOSED, IT HAPPENS ON THE 5 FL			
Disposition:	12/16/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE COMPLAINT #2063866			

### DOB Complaint # 2064047

DOB Complaint #	Category	Received Date	Priority	Status
2064047	ELEVATOR - DEFECTIVE / INOPERATIVE	10/19/2004	B	RESOLVED
Details:	INOPERABLE ELEVATOR EVERY DAY CALLER LIVES ON 5TH FLOOR			
Disposition:	12/8/2004 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION ELEVATOR WORKING NO VIOLATION			

### DOB Complaint # 2063866

DOB Complaint #	Category	Received Date	Priority	Status
2063866	ELEVATOR - DEFECTIVE / INOPERATIVE	10/12/2004	B	RESOLVED
Details:	DEFECTIVE ELEVATOR - MAKING A BANGING SOUND, ELEVATOR DOORS ARE BKN ON SEVERAL FLOOR			
Disposition:	12/1/2004 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION ELEVATOR WORKING NO VIOLATION FOUND			

### DOB Complaint # 2063313

DOB Complaint #	Category	Received Date	Priority	Status
2063313	ELEVATOR - DEFECTIVE / INOPERATIVE	9/21/2004	B	RESOLVED
Details:	ELEVATOR AT THE ABOVE LOCATION OUT OF SERVICE			
Disposition:	11/4/2004 - A1 - BUILDINGS VIOLATION(S) SERVED ELEVATOR FOUND OUT OF SERVICE VIOLATION SERVED			

### DOB Complaint # 2063095

DOB Complaint #	Category	Received Date	Priority	Status
2063095	ELEVATOR - DEFECTIVE / INOPERATIVE	9/13/2004	B	RESOLVED
Details:	THE ELEVATORS HAS BEEN DEFECTIVE SINCE MID AUGUST. IT MAKES A LOUD BANGING NOISE WHEN IT CLOSES AND ALSO OFTEN GETS STUCK ON THE 4 AND 6 FLOORS. TENANTS ARE FORCED TO WALK TO THE FLOOR PULL THE DOOR			
Disposition:	12/3/2004 - A1 - BUILDINGS VIOLATION(S) SERVED ELEVATOR IN HAZARDOUS CONDITION SERVED A CEASE USE VIOLATION			

### DOB Complaint # 2062621

DOB Complaint #	Category	Received Date	Priority	Status
2062621	ELEVATOR - DEFECTIVE / INOPERATIVE	8/27/2004	B	RESOLVED
Details:	THE ELEVATOR INOPERATIVE			
Disposition:	11/4/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE REFERENCE C#2063313			

DOB Complaint #	Category	Received Date	Priority	Status
2062295	ELEVATOR - DEFECTIVE / INOPERATIVE	8/13/2004	B	RESOLVED
Details:	ELEVATOR DOOR DEFECTIVE ON THE 1 FL - HARD TO CLOSE, WHEN GET INTO THE ELEVATOR IT IS NOT LEVEL			
Disposition:	10/19/2004 - A1 - BUILDINGS VIOLATION(S) SERVED			

**DOB Complaint # 2057156**

DOB Complaint #	Category	Received Date	Priority	Status
2057156	ELEVATOR - DEFECTIVE / INOPERATIVE	1/24/2004	B	RESOLVED
Details: ELEVATOR INOPERATIVE				
Disposition: 3/13/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE 2056091				

**DOB Complaint # 2056115**

DOB Complaint #	Category	Received Date	Priority	Status
2056115	ELEVATOR - DEFECTIVE / INOPERATIVE	11/30/2003	B	RESOLVED
Details: DEFECTIVE ELEVATOR ,				
Disposition: 3/17/2004 - H1 - PLEASE SEE COMPLAINT NUMBER SEE REFERENCE #2056091				

**DOB Complaint # 2056091**

DOB Complaint #	Category	Received Date	Priority	Status
2056091	ELEVATOR - DEFECTIVE / INOPERATIVE	11/28/2003	B	RESOLVED
Details: ELEVATOR INOPERATIVE/ DEFECTIVE				
Disposition: 3/13/2004 - A1 - BUILDINGS VIOLATION(S) SERVED ELEVATOR INSPECTION PERFORMED AND VIOLATION SERVED				

**DOB Complaint # 2050407**

DOB Complaint #	Category	Received Date	Priority	Status
2050407	ELEVATOR - DEFECTIVE / INOPERATIVE	2/22/2003	B	RESOLVED
Details: ELEVATOR INOPERATIVE				
Disposition: 3/12/2003 - A1 - BUILDINGS VIOLATION(S) SERVED ELEVATOR INSPECTED AND A VIOLATION WAS SERVED TO CORRECT EXISTING CONDITIONS				

**DOB Complaint # 2047554**

DOB Complaint #	Category	Received Date	Priority	Status
2047554	ECB VIOLATION NOT COMPLIED WITH	8/19/2002		RESOLVED
Details: ECB VIOLATION NOT COMPLIED WITH				
Disposition: 9/11/2002 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION ALL REPAIRS HAVE BEEN MADE UNDER ALT#200721406				

**DOB Complaint # 2045775**

DOB Complaint #	Category	Received Date	Priority	Status
2045775	ECB VIOLATION NOT COMPLIED WITH	5/15/2002		RESOLVED
Details: ECB VIOLATION NOT COMPLIED WITH				
Disposition: 6/3/2002 - A9 - ECB & BUILDINGS VIOLATIONS SERVED NO REPAIRS MADE				

**DOB Complaint # 2044875**

DOB Complaint #	Category	Received Date	Priority	Status
2044875	ECB VIOLATION NOT COMPLIED WITH	3/27/2002		RESOLVED
Details: ECB VIOLATION NOT COMPLIED WITH				
Disposition: 3/28/2002 - A9 - ECB & BUILDINGS VIOLATIONS SERVED EXTERIOR WALL DEFECTIVE/STOP WORK ORDER ISSUED FOR SIDEWALK SHED				

**DOB Complaint # 2044571**

DOB Complaint #	Category	Received Date	Priority	Status
2044571	ELEVATOR - DEFECTIVE / INOPERATIVE	3/12/2002	B	RESOLVED

**DOB Complaint # 2062295**

Details:				
Disposition: 4/15/2002 - A1 - BUILDINGS VIOLATION(S) SERVED FOUND ELEVATOR RUNNING. INSPECTED AND SERVED VIOLATION TO CORRECT EXISTING CONDITIONS				

### DOB Complaint # 2043521

DOB Complaint #	Category	Received Date	Priority	Status
2043521	ELEVATOR - DEFECTIVE / INOPERATIVE	1/29/2002	B	RESOLVED
Details: ELEVATOR INOPERATIVE/ DEFECTIVE				
Disposition: 2/20/2002 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION INSPECTED ELEVATOR AND FOUND NO VIOLATIONS				

### DOB Complaint # 2043451

DOB Complaint #	Category	Received Date	Priority	Status
2043451	ECB VIOLATION NOT COMPLIED WITH	1/23/2002		RESOLVED
Details: ECB VIOLATION NOT COMPLIED WITH				
Disposition: 1/30/2002 - A9 - ECB & BUILDINGS VIOLATIONS SERVED CONDITIONS REMAIN THE SAME				

### DOB Complaint # 2042736

DOB Complaint #	Category	Received Date	Priority	Status
2042736	ECB VIOLATION NOT COMPLIED WITH	12/7/2001		RESOLVED
Details: ECB VIOLATION NOT COMPLIED WITH				
Disposition: 12/10/2001 - A9 - ECB & BUILDINGS VIOLATIONS SERVED FRONT ENTRANCE FACADE IS DEFECTIVE				

### DOB Complaint # 2042247

DOB Complaint #	Category	Received Date	Priority	Status
2042247	FAILURE TO MAINTAIN	11/27/2001	C	RESOLVED
Details: FAILURE TO MAINTAIN EXTERIOR BUILDING WALL: HAZARDOUS CONDITION - BRICK LOOSE				
Disposition: 11/27/2001 - I1 - COMPLAINT UNSUBSTANTIATED BASED ON DEPARTMENT RECORDS PREVIOUSLY INSPECTED AS A VIOLATION REINSPECTION DOB VIO #061301C12FG05 & ECB VIO #34288947J				

### DOB Complaint # 2041818

DOB Complaint #	Category	Received Date	Priority	Status
2041818	ELEVATOR - DEFECTIVE / INOPERATIVE	10/29/2001	B	RESOLVED
Details: ELEVATOR IS OUT OF ORDER				
Disposition: 11/21/2001 - A1 - BUILDINGS VIOLATION(S) SERVED INSPECTED ELEVATOR AND SERVED VIOLATION TO CORRECT EXISTING CONDITIONS				

### DOB Complaint # 2041539

DOB Complaint #	Category	Received Date	Priority	Status
2041539	FAILURE TO MAINTAIN	10/19/2001	C	RESOLVED
Details: FAILURE TO MAINTAIN				
Disposition: 10/22/2001 - A1 - BUILDINGS VIOLATION(S) SERVED VIOLATION ISSUED FAILURE TO MAINTAIN EXTERIOR WALL				

### DOB Complaint # 2037090

DOB Complaint #	Category	Received Date	Priority	Status
2037090	FAILURE TO MAINTAIN	12/18/2000	C	CLOSED
Details: CEILING IN APARTMENT 4J IS LEAKING AND FALLING DOWN				
Disposition: 1/4/2001 - C2 - INSPECTOR UNABLE TO GAIN ACCESS - 2ND ATTEMPT NO ANSWER AT DOOR				

### DOB Complaint # 2023842

DOB Complaint #	Category	Received Date	Priority	Status
2023842	STRUCTURAL STABILITY AFFECTED	11/17/1997		RESOLVED
Details: F.D. NOTIFICATION OF ONE 1045 CODE 2				
Disposition: 11/17/1997 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO STRUCTURAL STABILITY AFFECTED TO APT 4B; REFERRED TO HPD				



### DOB Complaint # 2007629

DOB Complaint #	Category	Received Date	Priority	Status
2007629	ELEVATOR - DEFECTIVE / INOPERATIVE	12/3/1991	B	RESOLVED
Details:	ELEVATOR LANDS UP TOO HIGH OR TOO LOW			
Disposition:	11/20/1995 - J2 - COMPLAINT RESOLVED BY PERIODIC INSPECTION SUBSEQUENT PERIODIC INSPECTION PERFORMED			

### DOB Complaint # 2005623

DOB Complaint #	Category	Received Date	Priority	Status
2005623	BUILDING - VACANT, OPEN AND UNGUARDED	4/4/1991	C	RESOLVED
Details:	VACANT AND OPEN TO VANDALS			
Disposition:	4/8/1991 - I2 - NO VIOLATION WARRANTED FOR COMPLAINT AT TIME OF INSPECTION NO EVIDENCE OF BEING VACANT NOR OPEN TO VANDALISM			

## DOB Violations Details

Violation #	Issue Date	Vio Type	Category	Disp. Date	Status
127/450560	9/25/2012	E - elevator	V - violation		Active
U1457	1/1/2012	BENCH - benchmark	V - violation		Active
9027/319399	12/9/2009	E - elevator	V - violation		Active
01941	2/27/2009	LL1081 - elevator	V - violation		Active
06992	1/1/2009	LL6291 - boiler	V - violation		Active
9444/279889	9/29/2008	E - elevator	V - violation		Active
9444/232380	1/4/2008	E - elevator	V - violation		Active
06845	1/3/2008	LL6291 - boiler	V - violation		Active
94442189594	2/13/2007	E - elevator	V - violation		Active
07222	1/19/2007	LL6291 - boiler	V - violation		Active
94442160012	4/5/2006	E - elevator	V - violation		Active
06840	1/6/2006	LL6291 - boiler	V - violation		Active
94442132838	6/28/2005	E - elevator	V - violation		Active
01952	11/19/2004	LL1081 - elevator	V - violation		Active
9444/295696	3/17/2004	E - elevator	V - violation		Active
9011/258860	8/16/2002	E - elevator	V - violation	11/19/2002	Dismissed
02492	4/17/1995	LL1081 - elevator	V - violation		Active
01875	5/17/1993	LL6291 - boiler	V - violation		Active
1366C08	2/14/1990	E - elevator	V - violation	1/14/1991	Dismissed
03825	10/12/1989	LL1081 - elevator	V - violation	6/26/1991	Active
14451/7	7/20/1988	E - elevator	V - violation	1/3/1991	Dismissed
V* 092487E12410101	9/24/1987	-	V - violation		Removed
V* 020685E144511	2/6/1985	-	V - violation		Removed
V* 041078E1470012	4/10/1978	-	V - violation		Removed
V* 999999NO FORM121583E1416		-	V - violation		Removed

### ECB Violation # 38221732L

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38221732L / 043012E2274B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Cert Accepted
Details: 08V01,32H11,56Y13,67M07: 32H11;REPLACE WORN CAR GUIDE SHOE. 67M07;PROVIDE COMMUNICATION IN CAR TELEPHONE.				
Exposure:	Penalty \$250	Amount Paid \$250	Balance \$0	
Dates:	Issue Date 4/30/2012	Date Served 4/30/2012	Hearing Date / Time 6/15/2012 8:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38220622X

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38220622X / 032712E1514B01	ELEVATOR - elevator	CLASS - 1	CLASS - 1	Cert Accepted
Details: 97X10,40 7: 97;FAILURE TO MAINTAIN BUILDING IN CODE COMPLIANT MANNER;SERVICE EQUIPMENT ELEVATOR PER BC 3001.2;27-987. DOB RECORDS SHOWS THE ONLY ELEVATOR DEVICE IN BUILDING AS ACTIVE. UPON INSPECTION THE DEVICE				
Exposure:	Penalty \$1,000	Amount Paid \$1,000	Balance \$0	
Dates:	Issue Date 3/27/2012	Date Served 3/27/2012	Hearing Date / Time 9/21/2012 8:30 AM	
Infraction:	Infraction Code 151	Section Number 28-301.1	Description	

### ECB Violation # 38219382H

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38219382H / 011012E1514B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Cert Accepted
Details: 16B1,15M7,58H10,59E1,43I10,60B3,72M7,20I11,23I10,42L10: 16;LOBBY DOOR.23;6TH FLOOR. 42;ELEVATOR STOPS BETWEEN FLOORS.				
Exposure:	Penalty \$250	Amount Paid \$250	Balance \$0	
Dates:	Issue Date 1/10/2012	Date Served 1/10/2012	Hearing Date / Time 3/2/2012 8:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38211368P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38211368P / 072510E1514B01	ELEVATOR - elevator	CLASS - 1	CLASS - 1	Not Complied
Details: 97X10,40P7,35Q3. 97-ONLY ELEVATOR IN BLDG IS OUT OF SERVICE THEREBY CREATING CONDITION DANGEROUS TO HUMAN LIFE AS PER 1 RCNY 11-02.				
Exposure:	Penalty \$1,000	Amount Paid \$1,000	Balance \$0	
Dates:	Issue Date 7/25/2010	Date Served 7/25/2010	Hearing Date / Time 10/22/2010 10:30 AM	
Infraction:	Infraction Code 151	Section Number 28-301.1	Description	

### ECB Violation # 38209549L

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38209549L / 050610E1514B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Cured
Details: 52K11,68M07,69M07,56Y13,61T15,28H11, 5H11,70O02				
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 5/6/2010	Date Served 5/6/2010	Hearing Date / Time 7/2/2010 10:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38201421X

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38201421X / 040609E1514B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Dismissed
Details: 52K11.68M7.69M7.8V1				
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 4/6/2009	Date Served 4/6/2009	Hearing Date / Time 4/16/2010 10:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38199812N

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38199812N / 122308E2274B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Not Complied
Details: 16X10,35Q03,60Q03,70O02,77Q03.16X10-REPAIR 6FL HOISTWAY DOOR TO ALLOW CAR TO GO TO FLOOR.35Q03-INSTALL COVERS FOR COVERS FOR ELECTRICAL BOXES IN SHAFTWAY.77Q03-INSTALL GUARD FOR LIGHT UNDER CAR.				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 12/23/2008	Date Served 12/23/2008	Hearing Date / Time 9/25/2009 8:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38191525Y

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38191525Y / 101508E1514E01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Not Complied
Details: 52K11.35Q3.70O02.				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 10/15/2008	Date Served 10/15/2008	Hearing Date / Time 9/25/2009 8:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38190260N

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38190260N / 091008E1514B01	ELEVATOR - elevator	CLASS - 2	CLASS - 2	Not Complied
Details: 43I10.52K11.100D6.42G11.61T15.68M7.8V1.60X11.12Q3.70O2.100 SURE BSMT DDOOR SADDLE 60 OVERHEAD				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 9/10/2008	Date Served 9/10/2008	Hearing Date / Time 9/25/2009 8:30 AM	
Infraction:	Infraction Code 251	Section Number 28-301.1	Description	

### ECB Violation # 38152612K

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38152612K / 050305E380B01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 85U05/11X10/23X10/01R10/66O02/36D06/05L10/39P16/16P16/66P16 85-DATE OF TAG 4198 11-23-X 10 ELEVATOR NOT RESPONDING TO 6TH HALL CALL 01R10-EMERGENCY STOP SWITCH IS CONSTANT PRESSURE TYPE 36D06-DOOR 16P16-BASEM				
Exposure:	Penalty \$350	Amount Paid \$0	Balance \$350	
Dates:	Issue Date 5/3/2005	Date Served 5/3/2005	Hearing Date / Time 6/17/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38152481J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
8152481J / 05205E1915B01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 20I11/40T7/85BB5/84P7/66O2 20-I-11 REPLACE 4TH FLOOR CRACKED VISION PANEL 40-T-7 PROVIDE SIGN FOR DOOR TO OVERHEAD MACHINE 85-BB-05 FILE & PERFORM FOR 5 YEAR SAFTEY TEST 66-O-2 CLEAN PIT 84-P-7 PROVIDE ACCESS T				
Exposure:	Penalty \$180	Amount Paid \$0	Balance \$180	
Dates:	Issue Date 5/2/2005	Date Served 5/2/2005	Hearing Date / Time 6/17/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38152284K

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38152284K / 041305E1999B1	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 16M7/85BB5/ 16- PROVIDE DOOR CHECK FOR 6 FLOOR, DOOR, ALSO RESTORE 6 FLOOR BACK IN SERIVE. 85- PERFORM AND FILE A 5 YEAR TEST				
Exposure:	Penalty \$350	Amount Paid \$350	Balance \$0	
Dates:	Issue Date 4/13/2005	Date Served 4/13/2005	Hearing Date / Time 5/27/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38150624Z

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38150624Z / 020805E1999B5	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
<b>Details:</b> 31H01/83BB05/52B14/51M7/38L11/34M7. 83 PERFORM & FILE A 5 YEAR TEST.51-PROVIDE SPIN OUTS CAR & COUNTERWEIGHT.38-REPLACE TOP OF CAR LIGHT.34-PROVIDE MISSING COVER FOR ELECTRICAL BOT IN SHAFTWAY 1 FLOOR.				
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$0	\$2,500	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	2/8/2005	2/8/2005	3/3/2006 9:00 AM	
Infraction:	Infraction Code	Section Number	Description	
	BP7	27-987	Failure to maintain elevator	

### ECB Violation # 38156649M

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38156649M / 010305E1999B1	ELEVATOR - elevator	HAZARDOUS	HAZARDOUS	Not Complied
<b>Details:</b> 21D6/8V2/CEASE USE. 21-RESECURE LOSE INTERLOCKS ON 2,4,5,6 FLRS.INTERLOCKS HOLDING BY ONLY ONE BOLT & DAMAGE CAUSING THE ELEVATOR TO STOP WORKING. HAZARDOUS, LOCKS ONE ABOUT TO BREAK LOSE FROM BULK. 8-ADJUST FL				
Exposure:	Penalty	Amount Paid	Balance	
	\$500	\$500	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	1/3/2005	1/3/2005	5/27/2005 10:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	BP8	27-987	Failure to maintain elevator-hazardous	

### ECB Violation # 38156641H

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38156641H / 121604E1999R1	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
<b>Details:</b> 85BB5 85- FILE AND PERFORM 5 YEAR TEST.				
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$0	\$2,500	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	12/16/2004	12/16/2004	8/26/2005 10:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	BP7	27-987	Failure to maintain elevator	

### ECB Violation # 38150419J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38150419J / 120104E1999B5	ELEVATOR - elevator	HAZARDOUS	HAZARDOUS	Not Complied
<b>Details:</b> 28I01/16I01/20I11/21D06/31H11/08V01/41G11/72B14/55Y13.CEASE USE.28-I-1				
Exposure:	Penalty	Amount Paid	Balance	
	\$10,000	\$0	\$10,000	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	12/1/2004		3/3/2006 8:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	BP8	27-987	Failure to maintain elevator-hazardous	



### ECB Violation # 38149961L

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38149961L / 111004E1514C01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 85BB5/28B1/21D6/31H11/20I11/10H11/51K11/41G11/42L11/16B1/52H14/32B3/26T15/32O2/33O2/38O2/39O2/66O2/67O2/68O2/69O2/71O2-28-CAR DOOR SLAM'S OPEN & CLOSE 21 2,5,4 FL 21, 4 FL 16 BASEMENT DOOR 32 INSTALL				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 11/10/2004	Date Served 11/10/2004	Hearing Date / Time 3/3/2006 9:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38149623Z

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38149623Z / 110404E380C01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 83X07/85U05/59B07 REPAIR AND RESTORE TO SERVICE SO A FULL INSPECTION COULD BE DONE BY THIS DEPARTMENT.				
Exposure:	Penalty \$350	Amount Paid \$0	Balance \$350	
Dates:	Issue Date 11/4/2004	Date Served 11/4/2004	Hearing Date / Time 5/27/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38149904P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38149904P / 101904E1999B1	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 28I1 16E1 20I11 21D6 3D6 31H11 8V1 41G11 51K11 72B14 55Y13 66O2 28-CAB DOOR SLAMS ON OPEN & CLOSE, ADJUST 16-B FLOOR DOOR RUBBING ADJUST 21-RESECURE INTERLOCKS ON, 5,4, FLOORS & VISION GLASS ON 4 FL 3-RETURN PO				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 10/19/2004	Date Served 10/19/2004	Hearing Date / Time 8/26/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38146146L

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38146146L / 031304E1514C05	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details: 85BB5/16D6/21D6/8V1/41G11/55Y13/42L10/52H13/38O2/66O2.85-7/98 16 6TH FL SADDLE & BASEMENT DOOR NOT SELF CLOSING.21 4TH FL 8 2ND & 3RD FL				
Exposure:	Penalty \$2,500	Amount Paid \$0	Balance \$2,500	
Dates:	Issue Date 3/13/2004	Date Served 3/13/2004	Hearing Date / Time 8/26/2005 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38136329P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38136329P / 031203E380C01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Cured
Details:	62002/ 52Q03/ 54Q03/ 18112/ 52Q03 - PROVIDE COVER FOR MOTOR LEADS WIRING 54 - PROVIDE COVER FOR EXPOSED WIRES TOP OF BRAKE 18 - BASEMENTH / DOOR			
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 3/12/2003	Date Served 3/12/2003	Hearing Date / Time 4/25/2003 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 34327095H

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34327095H / 060502C12H02	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL 1)BRICKWORK SPALLING MISSING AND DEFECTIVE NORTH CENTER COURT YARD OVER ENTRANCE TO BUILDING 2)LINTELS ROTTED MORTAR MISSING THROUGHOUT FACADE OF BUILDINGS REMEDY OBTA			
Exposure:	Penalty \$10,000	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 6/5/2002	Date Served 6/5/2002	Hearing Date / Time	
Infraction:	Infraction Code B6A	Section Number 27-127	Description Failure to maintain exterior building wall-hazardous	

### ECB Violation # 38122979J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38122979J / 041502E380B01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	35P17-57P17-57O02.			
Exposure:	Penalty \$10,000	Amount Paid \$0	Balance \$10,000	
Dates:	Issue Date 4/15/2002	Date Served 4/15/2002	Hearing Date / Time	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 34317017N

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34317017N / 032802C12H04	CONSTRUCTION - construc	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	WORK WITHOUT A PERMIT. WORK NOTED: HEAVY DUTY SIDEWALK SHED BEING INSTALLED WITHOUT A PERMT. REMEDY: STOP ALL WORK. FILE PLANS OBTAINS PERMIT FOR SIDEWALK SHED.			
Exposure:	Penalty \$500	Amount Paid \$500	Balance \$0	
Dates:	Issue Date 3/28/2002	Date Served 3/28/2002	Hearing Date / Time 5/17/2002 10:30 AM	
Infraction:	Infraction Code B04	Section Number 27-147	Description Work without a permit	

### ECB Violation # 34317018P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34317018P / 032802C12H05	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL 1) BRICKWORK SPALLING MISSING AND DEFECTIVE NORTH CENTER COURTYARD ENTRANCE TO BUILDING 5TH STORY. 2) LINTELS ROTTED MORTAR MISSING THROUGHOUT EXTERIOR OF BUILDINGS WI			
Exposure:	Penalty	Amount Paid	Balance	
	\$10,000	\$0	\$10,000	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	3/28/2002	3/28/2002		
Infraction:	Infraction Code	Section Number	Description	
	B6A	27-127	Failure to maintain exterior building wall-hazardous	

### ECB Violation # 34316362J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34316362J / 013002C12H03	ADMINISTRATIVE - admin	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	CIVIL PENALTY FOR FAILURE TO CERTIFY THE CORRECTION OF A VIOLATION VIOLATION #12001C12H0L*34306319P REMEDY CERTIFY THE CORRECTION OF THIS VIOLATION			
Exposure:	Penalty	Amount Paid	Balance	
	\$10,000	\$0	\$10,000	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	1/30/2002	1/30/2002		
Infraction:	Infraction Code	Section Number	Description	
	B9A	26-126.3		
	B9A	Failure to comply with the commissioner's order to file a certificate of correction with the Department of Buildings for Violation		

### ECB Violation # 34306319P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34306319P / 121001C12H04	PUBLIC ASSEMBLY - assembly	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL. DEFECT NOTED: BRICKS LOOSE, SPALLING AT PARAPER CRACKES BRICKS LOOSE ENTRANCE COURTYARD FACADE MAKE SAFE IMMEDIATELY. REMEDY: OBTAIN PERMIT TO ERECT SIDEWALK SHED.			
Exposure:	Penalty	Amount Paid	Balance	
	\$10,000	\$0	\$10,000	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	12/10/2001	12/10/2001		
Infraction:	Infraction Code	Section Number	Description	
	B64	27-528	Approved Place of Assembly plans not available for inspection.	

### ECB Violation # 38119876J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38119876J / 112101E380B01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	57O02-35P17-33P17-08V01-05L11-09H12-11Q03-40U1-03O02. 05-BANG HARD ONOPEN 40-NO TAG FOR 5 YEAR TOP OF CAR.			
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$0	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	11/21/2001	11/21/2001		
Infraction:	Infraction Code	Section Number	Description	
	BP7	27-987	Failure to maintain elevator	

### ECB Violation # 34305936X

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34305936X / 102201C12DJ02	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BUILDING WALL NOTED BRICKS LOOSE AND SHALLING AT PARAPET WALLS FRONT OF BUILDING AND ENTRANCE WAY COURT YARD. REMEDY: OBTAIN PERMIT ERECT SIDEWALL SHED MAKE SAFE TO PUBLIC MAINTAIN			
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$0	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	10/22/2001	10/22/2001		
Infraction:	Infraction Code	Section Number	Description	
	B6A	27-127	Failure to maintain exterior building wall-hazardous	

### ECB Violation # 34288947J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34288947J / 061301C12FG05	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details:	FAILURE TO MAINTAIN EXTERIOR BLDG WALL. HAZARDOUS CONDITIONS- BRICK LOOSE & SHALLING AT PARAPET WALLS THROUGH FRONT OF BLDG AND ENTRANCE WAY-COURT YARD. REMEDY: OBTAIN PERMITS-SIDEWALK SHED-MAKE SAFE MAINTAIN			
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$3,113	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	6/13/2001	6/13/2001	7/27/2001 10:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	B6A	27-127	Failure to maintain exterior building wall-hazardous	

### ECB Violation # 38097255M

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38097255M / 042600E1182C01	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Not Complied
Details:	01R12,08V1,11Q3,22L6,23U16,37G12,47B15,57O2. 01R12			
Exposure:	Penalty	Amount Paid	Balance	
	\$2,500	\$3,394	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	4/26/2000	4/26/2000	6/9/2000 10:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	BP7	27-987	Failure to maintain elevator	

### ECB Violation # 34188119X

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34188119X / 060199C12W13	CONSTRUCTION - construc	NON-HAZARDOUS	NON-HAZARDOUS	Dismissed
Details:	FAILURE TO MAINTAIN THE CONDITION OF THE FRONT EXTERIOR BUILDING WALLMISSING AND CRACKED ERAMENTAL STONE AT THE FOURTH AND SIXTH FLS POOR WORKING MENSHP MORTOAR JOINTS THROUGHOUT CORRODED SAFFING WINDOW LINTE			
Exposure:	Penalty	Amount Paid	Balance	
	\$0	\$0	\$0	
Dates:	Issue Date	Date Served	Hearing Date / Time	
	6/1/1999	6/1/1999	7/23/1999 10:30 AM	
Infraction:	Infraction Code	Section Number	Description	
	B06	27-127	Failure to maintain exterior building wall	

### ECB Violation # 38087010P

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38087010P / 051099E1182C03	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Dismissed
Details: 1R,8V,11Q,22L,23U,29M,28L,30O,,35P,33P,57O,8P. NEEDS CONSTANT PRESURE,COTTER PIN PACKING, BASEMENT LEVEL.				
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 5/10/1999	Date Served 5/10/1999	Hearing Date / Time 7/30/1999 8:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 34165330J

ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
34165330J / 041598CNELA03	CONSTRUCTION - construc	HAZARDOUS	HAZARDOUS	Not Complied
Details: FAILURE TO MAINTAIN EXTERIOR BUILDING WALL. DEFECT IS: NORTH WALL OF THE N.E WING. ORNIMENTAL STONE WORK AT VARIOUS LOCATION IS FLAKING OFF. REMEDY: PROVIDE SIDEWALK SHED. MAKE ALL NECESSARY REPAIRS. SUBMIT A L				
Exposure:	Penalty \$800	Amount Paid \$1,189	Balance \$0	
Dates:	Issue Date 4/15/1998	Date Served 4/15/1998	Hearing Date / Time 10/23/1998 8:30 AM	
Infraction:	Infraction Code B6A	Section Number 27-127	Description Failure to maintain exterior building wall-hazardous	

### ECB Violation # 38067244J


ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38067244J / 120697E5Y1275C06	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Cured
Details: 08V,28B,75U,57O, 08-ADJUST STOPS 28-ADJUST GUIDE SHOES 75-PERFORM ANDFILE TEST 57-CLEAN PIT.				
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 12/6/1997	Date Served 12/6/1997	Hearing Date / Time 1/23/1998 10:30 AM	
Infraction:	Infraction Code BP7	Section Number 27-987	Description Failure to maintain elevator	

### ECB Violation # 38030487P


ECB/DOB Violation #	ECB Type	Issuing Unit	Severity	Status
38030487P / 011193E1445C05	ELEVATOR - elevator	NON-HAZARDOUS	NON-HAZARDOUS	Cured
Details: 28B,35P,57O. 28 REMOVE NOISE FROM GUIDE SHOES. 35.PROVIDE ACCESS TOMOTOR ROOM.				
Exposure:	Penalty \$0	Amount Paid \$0	Balance \$0	
Dates:	Issue Date 1/11/1993	Date Served 2/2/1993	Hearing Date / Time 3/19/1993 8:30 AM	
Infraction:	Infraction Code B8G	Section Number 27-127	Description FAILURE TO MAINTAIN ELEVATOR	

## Building Code Compliance Summary

## DOB Boiler Compliance

Device #	Annual Inspection	Latest City Inspection
14869-01	 Nov 14th, 2011 NO DEFECTS	 Aug 27th, 2003 FUEL STORAGE 200752514




## DEP Boiler Registration

Application #	Issue Date	Expire Date	Current Status
CA282583X	Dec 9th, 1999	Dec 9th, 2001	

## DOB Facade Compliance

There are no facade records for this building.

## DOB Elevator Compliance

Device #	Category 1 (1yr)	Category 5 (5yr)	Latest City Inspection
2P935	 Mar 19th, 12 Rejected	 Jul 20th, 10 Satisfactory	 SURVEY Sep 28th, 12 Violation



## Building Code Compliance Detail

## DOB Elevator Inspections

Device #	Inspect Date	Inspect Type	Result	Inspected By
2P935	9/28/2012	SURVEY	VIOLATION FILED	Badge #2274
2P935	9/25/2012	ROUTINE	DEFECT FOUND	Badge #9027
2P935	6/1/2012	SURVEY	NO VIOLATION	Badge #2274
2P935	4/30/2012	SURVEY	VIOLATION FILED	Badge #2274
2P935	3/27/2012	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	3/19/2012	CATEGORY 1 (1YR)	REJECTED- DISAPPROVE	ELEVATOR TESTING CO INC
2P935	3/9/2012	VIOLATION REINSPECTION	NO VIOLATION	Badge #380
2P935	1/10/2012	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	11/16/2011	ROUTINE	NO ACCESS TO DEVICE	Badge #9027
2P935	9/6/2011	CATEGORY 1 (1YR)	ACCEPTED- CORRECTION	ROTAVELE ELEVATOR INC
2P935	7/21/2011	CATEGORY 1 (1YR)	ACCEPTED- UNSATISFACTORY	ELEVATOR TESTING CO INC
2P935	11/15/2010	ROUTINE	NO VIOLATION	Badge #9028
2P935	8/12/2010	ROUTINE	NO ACCESS TO DEVICE	Badge #9027
2P935	7/25/2010	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	7/20/2010	CATEGORY 1 (1YR)	UNSATISFACTORY	TECHNICAL ELEV TEST INC
2P935	7/20/2010	CATEGORY 5 (5YR)	SATISFACTORY	TECHNICAL ELEV TEST INC
2P935	5/6/2010	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	12/9/2009	ROUTINE	DEFECT FOUND	Badge #9027
2P935	10/13/2009	CATEGORY 1 (1YR)	ACCEPTED- CORRECTION	ROTAVELE ELEVATOR INC
2P935	7/21/2009	CATEGORY 1 (1YR)	UNSATISFACTORY	ELEVATOR TESTING CO INC
2P935	4/6/2009	ROUTINE	VIOLATION FILED	Badge #1514
2P935	4/3/2009	COMPLAINT	INCOMPLETE INSPECTION	Badge #1514
2P935	1/16/2009	COMPLAINT	NO VIOLATION	Badge #2223
2P935	12/23/2008	SURVEY	VIOLATION FILED	Badge #2274
2P935	11/19/2008	COMPLAINT	NO VIOLATION	Badge #1514
2P935	10/15/2008	SURVEY	VIOLATION FILED	Badge #1514
2P935	9/30/2008	COMPLAINT	NO VIOLATION	Badge #1514
2P935	9/29/2008	ROUTINE	DEFECT FOUND	Badge #9444
2P935	9/29/2008	COMPLAINT	INCOMPLETE INSPECTION	Badge #1514
2P935	9/15/2008	CATEGORY 1 (1YR)	UNSATISFACTORY	ROTAVELE ELEVATOR INC
2P935	9/10/2008	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	8/15/2008	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	1/4/2008	ROUTINE	DEFECT FOUND	Badge #9444
2P935	10/30/2007	COMPLAINT	NO VIOLATION	Badge #1514
2P935	8/24/2007	2 YEAR	SATISFACTORY	PRECISION ELEVATOR CORP
2P935	6/14/2007	CATEGORY 1 (1YR)	SATISFACTORY	PRECISION ELEVATOR CORP
2P935	5/18/2007	COMPLAINT	NO VIOLATION	Badge #1514
2P935	4/24/2007	COMPLAINT	NO VIOLATION	Badge #1473
2P935	2/13/2007	ROUTINE	DEFECT FOUND	Badge #9444
2P935	12/1/2006	ROUTINE	NO ACCESS TO DEVICE	Badge #9444
2P935	10/14/2006	SURVEY	NO VIOLATION	Badge #247
2P935	6/3/2006	CATEGORY 1 (1YR)	SATISFACTORY	IMPERIAL ELEVATOR CORP
2P935	4/5/2006	ROUTINE	DEFECT FOUND	Badge #9444
2P935	6/28/2005	ROUTINE	DEFECT FOUND	Badge #9444
2P935	6/5/2005	CATEGORY 1 (1YR)	UNSATISFACTORY	IMPERIAL ELEVATOR CORP
2P935	6/1/2005	CATEGORY 5 (5YR)	SATISFACTORY	IMPERIAL ELEVATOR CORP
2P935	6/1/2005	2 YEAR	SATISFACTORY	IMPERIAL ELEVATOR CORP
2P935	5/25/2005	ROUTINE	NO ACCESS TO DEVICE	Badge #9444
2P935	5/9/2005	CATEGORY 1 (1YR)	SATISFACTORY	IMPERIAL ELEVATOR CORP
2P935	5/3/2005	COMPLAINT	VIOLATION FILED	Badge #380
2P935	5/2/2005	COMPLAINT	VIOLATION FILED	Badge #1915
2P935	4/13/2005	COMPLAINT	VIOLATION FILED	Badge #1999
2P935	2/22/2005	COMPLAINT	NO VIOLATION	Badge #1514
2P935	2/8/2005	SURVEY	VIOLATION FILED	Badge #1999
2P935	2/7/2005	COMPLAINT	NO VIOLATION	Badge #1999
2P935	1/3/2005	COMPLAINT	VIOLATION FILED	Badge #1999
2P935	12/17/2004	SURVEY	VIOLATION FILED	Badge #1999

**DOB Elevator Inspections (continued)**

Device #	Inspect Date	Inspect Type	Result	Inspected By
2P935	12/16/2004	SURVEY	NO VIOLATION	Badge #1999
2P935	12/16/2004	COMPLAINT	VIOLATION FILED	Badge #1999
2P935	12/8/2004	COMPLAINT	NO VIOLATION	Badge #1473
2P935	12/1/2004	COMPLAINT	VIOLATION FILED	Badge #1999
2P935	11/10/2004	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	11/4/2004	COMPLAINT	VIOLATION FILED	Badge #380
2P935	10/19/2004	COMPLAINT	VIOLATION FILED	Badge #1999
2P935	3/17/2004	ROUTINE	DEFECT FOUND	Badge #9444
2P935	3/13/2004	COMPLAINT	VIOLATION FILED	Badge #1514
2P935	7/30/2003	CATEGORY 1 (1YR)	UNSATISFACTORY	DYNAMIC ELEVATOR CORP.
2P935	5/9/2003	ROUTINE	NO ACCESS TO DEVICE	Badge #9444
2P935	3/12/2003	ROUTINE	VIOLATION FILED	Badge #380
2P935	11/19/2002	VIOLATION REINSPECTION	VIOLATION FILED	Badge #380
2P935	9/4/2002	CATEGORY 1 (1YR)	SATISFACTORY	DYNAMIC ELEVATOR CORP.
2P935	8/16/2002	ROUTINE	DEFECT FOUND	Badge #9011
2P935	4/15/2002	COMPLAINT	VIOLATION FILED	Badge #380
2P935	2/20/2002	COMPLAINT	NO VIOLATION	Badge #1719
2P935	11/28/2001	ROUTINE	NO ACCESS TO DEVICE	Badge #9011
2P935	11/21/2001	ROUTINE	VIOLATION FILED	Badge #380
2P935	8/13/2001	CATEGORY 1 (1YR)	UNSATISFACTORY	DYNAMIC ELEVATOR CORP.
2P935	6/27/2001	ROUTINE	NO ACCESS TO DEVICE	Badge #9444
2P935	8/30/2000	ROUTINE	NO VIOLATION	Badge #1152
2P935	8/1/2000	CATEGORY 1 (1YR)	SATISFACTORY	DYNAMIC ELEVATOR CORP.
2P935	4/26/2000	ROUTINE	VIOLATION FILED	Badge #1182
2P935	9/14/1999	CATEGORY 1 (1YR)	UNSATISFACTORY	DYNAMIC ELEVATOR CORP.
2P935	5/10/1999	ROUTINE	VIOLATION FILED	Badge #1182
2P935	5/4/1999	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	8/5/1998	ROUTINE	DEFECT FOUND	Badge #9013
2P935	4/6/1998	CATEGORY 5 (5YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	4/6/1998	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	12/6/1997	ROUTINE	VIOLATION FILED	Badge #1275
2P935	6/25/1997	CATEGORY 1 (1YR)	SATISFACTORY	ORION ELEVATOR INC
2P935	4/29/1997	2 YEAR	SATISFACTORY	ORION ELEVATOR INC
2P935	7/23/1996	CATEGORY 1 (1YR)	SATISFACTORY	ORION ELEVATOR INC
2P935	11/20/1995	ROUTINE	NO VIOLATION	Badge #1119
2P935	6/21/1995	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	7/19/1994	ROUTINE	NO VIOLATION	Badge #1430
2P935	9/15/1993	ROUTINE	NO VIOLATION	Badge #1450
2P935	6/16/1993	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	1/11/1993	ROUTINE	VIOLATION FILED	Badge #1445
2P935	9/7/1992	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	4/2/1992	ROUTINE	NO VIOLATION	Badge #1430
2P935	3/8/1991	ROUTINE	VIOLATION PENDING	Badge #1450
2P935	1/3/1991	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	1/3/1991	CATEGORY 5 (5YR)	SATISFACTORY	Badge #
2P935	5/9/1990	CATEGORY 1 (1YR)	SATISFACTORY	GUARDIAN ELEVATOR SYS INC
2P935	2/14/1990	ROUTINE	VIOLATION FILED	Badge #1366
2P935	9/1/1989	CATEGORY 1 (1YR)	SATISFACTORY	FLYNN HILL ELEVATOR CORP
2P935	5/26/1989	CATEGORY 5 (5YR)	SATISFACTORY	Badge #
2P935	7/20/1988	ROUTINE	VIOLATION FILED	Badge #1445
2P935	1/1/1988	CATEGORY 1 (1YR)	PENALTY PAID	DOB LL10/81 SUPERVISOR

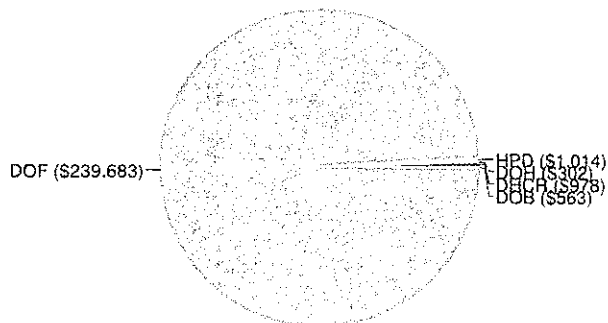
## DEP Boiler Records

DEP Number	Issue Date	Expire Date	Certificate Type	Make / Model	# Units	Fuel	Secondary
GA282583X	12/9/1999	12/9/2001	CERT. TO OPERATE	FEDERAL EST-125	1	NO. 4 OIL	
14869-01		11/14/2011		BENDJOUYA MICHAEL			NO DEFECTS
14869-01		9/23/2010		COPPOLA MICHAEL			NO DEFECTS
14869-01		11/12/2009		COPPOLA MICHAEL			NO DEFECTS
14869-01		12/15/2004		ROSE ROBERT			OTHER
14869-01		6/3/2004		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14869-01		10/6/2003		COMER KEVIN			NO DEFECTS
14869-01		8/27/2003		BERLINGER 1936 (CB)			OTHER
14869-01		6/3/2002		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14869-01		8/27/2001		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14869-01		6/23/2000		CHUBB GROUP OF INSURANCE CO			NO DEFECTS
14869-01		10/26/1999		MASINI BRUNO			NO DEFECTS
14869-01		12/22/1998		MULLIGAN JOHN			NO DEFECTS
14869-01		12/11/1997		MULLIGAN JOHN			NO DEFECTS
14869-01		12/23/1996		MULLIGAN JOHN			NO DEFECTS
14869-01		12/5/1995		MULLIGAN JOHN			NO DEFECTS
14869-01		12/26/1994		MULLIGAN JOHN			NO DEFECTS
14869-01		12/22/1993		MULLIGAN JOHN			NO DEFECTS
14869-01		12/29/1992		MULLIGAN JOHN			NO DEFECTS

Current Balance: **\$242,541**

Current Water Balance: **\$126,082**

### DOF Current Open Charges by Type



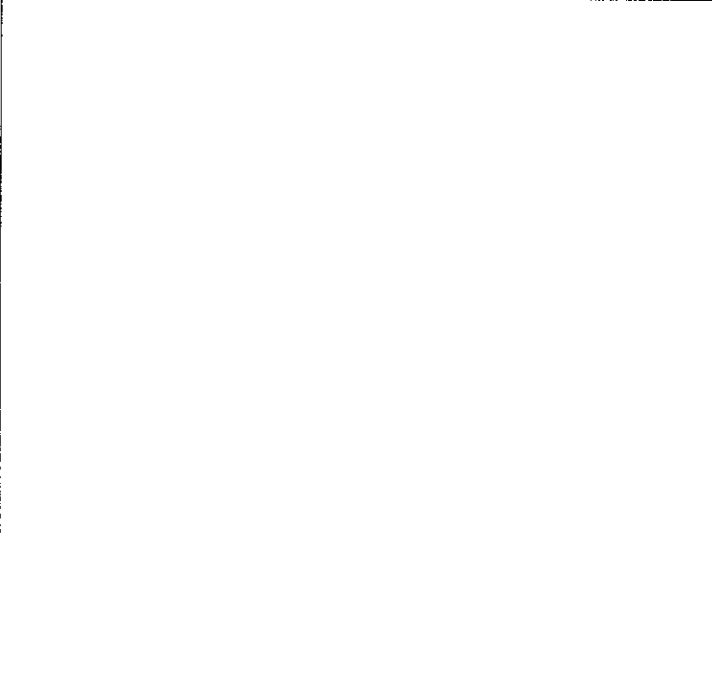
### DOF Payment Totals By Type - Past Year

There are no DOF payments available for the past 12 months.

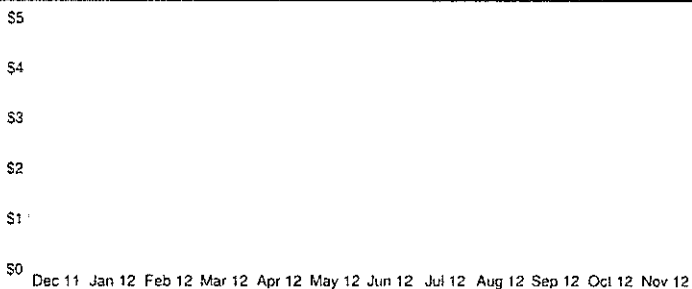
### DOF Payments - Past 12 Months



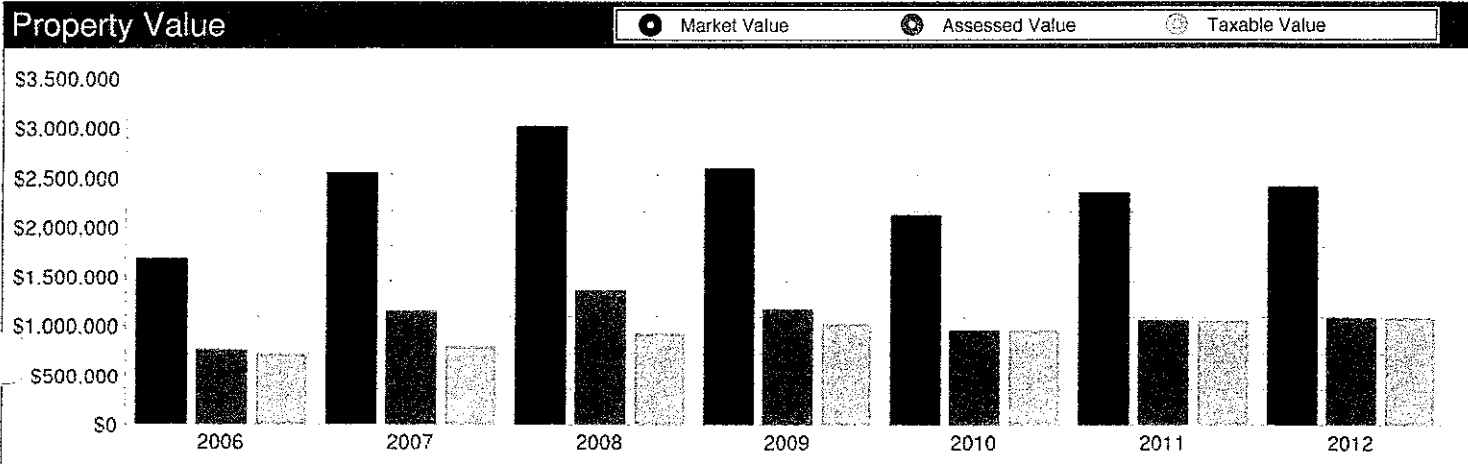
### Recent Payments



### Water Payments - Past 12 Months



### Property Value



## Department of Finance Detail

## DOF Open Charges

Account	Period Date	Due Date	Amount	Interest	Discount	Total
DOF - Property Tax	1/1/2013	1/1/2013	\$72,659.08	\$0.00	\$0.00	\$72,659.08
DOB - Elevator	9/25/2012	1/1/2013	\$100.00	\$0.00	\$0.00	\$100.00
DOF - Property Tax	7/1/2012	7/1/2012	\$72,659.08	\$4,847.67	\$0.00	\$77,506.75
DOB - Elevator	3/9/2012	7/1/2012	\$100.00	\$6.67	\$0.00	\$106.67
DOF - Property Tax	7/1/2011	7/1/2011	\$70,063.18	\$19,454.18	\$0.00	\$89,517.36
DOB - Elevator	11/15/2010	4/1/2011	\$100.00	\$33.63	\$0.00	\$133.63
DOH - Inspection	6/4/2010	7/1/2010	\$93.09	\$45.28	\$0.00	\$138.37
DOB - Elevator	12/9/2009	4/1/2010	\$65.00	\$38.98	\$0.00	\$103.98
HPD - Emergency Repair	5/20/2009	1/1/2010	\$671.16	\$138.51	\$0.00	\$809.67
HPD - Emergency Repair	5/19/2009	1/1/2010	\$111.04	\$22.92	\$0.00	\$133.96
HPD - Emergency Repair	5/6/2009	1/1/2010	\$58.39	\$12.07	\$0.00	\$70.46
DOB - Elevator	4/6/2009	7/1/2009	\$65.00	\$54.02	\$0.00	\$119.02
DHCR - Rent Stabilization	4/1/2009	1/1/2011	\$700.00	\$277.85	\$0.00	\$977.85
DOH - Inspection	3/6/2009	7/1/2009	\$92.66	\$71.06	\$0.00	\$163.72

## Open Water Charges

Account	Charge Type	Charge Amount
5000222845001	Late Payment Fee	\$7,036.01
5000222845001	Utility	\$119,045.69

## EXHIBIT I



Total Assumptions

<b>Revenue</b>		
Rent Stabilized Tenant Income	558,252.24	Tenant Rent Stable
We Care Housing Income	1,528,800.00	New We Care rate 2 \$1,950
<b>Total Revenue</b>	<b>2,087,052.24</b>	
<b>OPERATING COSTS</b>		
Insurance	41,052.00	Group insurance amount
Payroll	50,400.00	New Staffing guide
Payroll taxes	5,544.00	11% of Payroll
Heating Fuel	225,613.15	Receiver amounts
Utilities	100,395.89	Receiver amounts
Payroll Fees	912.00	ADP Group Price
Employer W/H	-	N/A
Employee W/H	-	N/A
Broker Fee	-	All new apartment rented by We Care
Miscellaneous	1,535.04	Receiver amounts
Elevator Contract	-	Group agreement no contract required
Exterminating	2,580.00	Group agreement amount
Plumbing Repairs	3,500.00	
Repairs	125,223.13	6% FFE
Receiver Expenses	-	N/A
Reimbursed Expense	-	N/A
Supplies	49,499.44	
Elevator Service	4,800.00	Group agreement monthly amount
Management Fee	-	
License & Permits	1,406.00	
Bank Charges	48.00	
Misc. Admin	561.05	
Lease Renewals Fee	-	All new apartment rented by We Care
Legal Fees	28,640.15	
Violations	700.00	
Sanitation	6,260.00	
<b>Total Operating Expense</b>	<b>648,669.85</b>	
<b>Net Operating Income</b>	<b>1,438,382.39</b>	
<b>Total Debt Service</b>	<b>738,018.96</b>	
<b>Cash Flow Items</b>		
Escrow Real Estate Tax	237,011.00	
Escrow Water	118,270.12	
<b>Total Cash Flow Items:</b>	<b>355,281.12</b>	
<b>Net Cash Flow</b>	<b>345,082.31</b>	

New Plan:	
Standard Tenant	\$ 46,521.02
We Care Housing 65 Apts. @ \$1,960	127,400.00
New Rent Roll:	<b>173,921.02</b>
Vacants	0

Current Rent Roll	\$ 104,821.02
We Care Housing Current 55 Apts.	58,300.00
Standard Tenant	<b>\$ 46,521.02</b>
Vacants	10



	September 2011	October 2011	November 2011	December 2011	January 2012	February 2012	March 2012	April 2012	May 2012	June 2012	July 2012	August 2012	Total
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<b>Revenue</b>													
Tenant Income	102,675.75	100,316.97	96,743.74	104,821.02	105,162.06	98,937.07	113,750.79	115,761.07	45,263.20	95,770.06	113,186.29	174,422.49	1,266,810.51
Other Income	1,966.64	1,270.64	983.32	395.00	-	-	-	-	-	-	-	-	4,615.60

<b>Total Revenue</b>	104,642.39	101,587.61	97,727.06	105,216.02	105,162.06	98,937.07	113,750.79	115,761.07	45,263.20	95,770.06	113,186.29	174,422.49	1,271,426.11
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**OPERATING COSTS**

Insurance	7,779.53	15,559.06	7,987.13	-	7,779.53	7,779.53	-	1,809.00	79,411.72	13,981.00	-	212.40	142,298.90
Payroll	4,521.99	4,234.58	4,369.09	4,353.55	3,487.00	3,508.45	4,466.03	3,572.82	4,466.03	4,097.82	3,572.82	4,729.74	49,379.92
Payroll Taxes	-	-	-	382.21	-	-	-	-	-	-	-	-	404.49
Heating Fuel	-	4,681.81	10,010.37	23,871.05	52,679.17	34,477.00	39,748.11	21,130.73	13,210.33	13,869.00	-	22.28	225,613.15
Utilities	4,769.26	5,878.55	14,734.50	8,852.54	8,230.89	8,331.37	7,137.11	7,158.30	7,548.21	7,324.15	-	-	100,395.89
Payroll Fees	332.50	283.50	47.50	308.00	309.10	242.00	302.50	242.00	205.70	211.75	169.40	219.45	2,873.40
Employer W/H	862.07	660.51	557.00	566.05	558.40	562.20	714.12	449.10	432.20	345.76	345.76	469.25	6,522.42
Employee W/H	1,540.06	1,108.82	1,124.31	1,140.45	976.60	916.75	1,177.97	942.38	1,177.97	942.38	2,400.00	1,212.76	13,202.83
Broker Fee	-	-	-	-	-	-	-	-	-	-	-	-	5,150.00
Miscellaneous	-	-	-	-	-	-	-	-	1,650.00	1,100.00	-	-	5,150.00
Elevator Contract	-	-	-	-	-	-	-	-	-	-	883.00	652.04	1,535.04
Exterminating	680.47	1,262.95	609.70	936.32	609.70	5,160.68	10,547.28	9,512.95	1,279.28	1,192.18	2,667.45	3,157.38	33,517.20
Plumbing Repairs	-	3,500.00	-	-	609.70	609.70	609.70	936.32	609.70	609.70	1,399.04	609.70	9,483.00
Repairs	10,737.66	18,210.08	12,977.71	5,749.21	17,373.22	6,079.94	17,016.69	14,878.74	10,303.69	15,197.12	6,275.97	33,782.19	3,500.00
Receiver Expenses	-	-	-	-	297.00	-	-	-	-	-	-	-	168,582.22
Reimbursed Expense	441.97	815.42	330.00	-	1,580.97	-	2,376.84	885.00	-	-	-	-	297.00
Supplies	1,969.27	3,711.93	3,677.49	3,421.54	4,192.73	3,348.31	4,470.77	8,356.43	3,084.04	5,815.88	3,192.41	4,258.64	64,302.00
Elevator Service	767.57	248.40	-	4,850.38	255.86	-	-	-	-	-	-	-	49,499.44
Management Fee	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	14,029.95	-	6,500.00	7,591.14	6,500.00	61,222.21
License & Permits	430.00	-	-	270.00	-	-	26.00	200.00	-	-	-	-	80,121.09
Bank Charges	12.00	-	-	-	-	-	-	24.00	-	-	-	-	1,406.00
Misc. Admin	1,425.00	2,505.00	1,695.99	1,925.00	-	-	-	-	422.89	-	-	-	561.05
Lease Renewals Fee	755.00	-	4,145.00	-	3,249.40	5,103.75	2,135.00	6,077.00	885.00	555.00	1,945.00	3,790.00	7,550.99
Legal Fees	-	-	-	-	250.00	-	-	-	-	-	-	-	28,640.15
Violations	-	2,580.00	-	-	-	-	-	-	-	-	-	-	700.00
Sanitation	-	-	-	-	1,830.00	-	-	600.00	-	-	-	-	6,260.00

**Total Operating Expense**

	43,524.35	71,740.61	68,765.79	63,126.30	109,909.57	83,069.68	97,228.12	90,804.72	124,686.76	73,241.74	39,324.58	84,672.37	950,094.59
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**Total Debt Service**

**Cash Flow Items**

**SEC Payable**

**Total Cash Flow Items:**

**Net Cash Flow**

	61,118.04	29,847.00	28,961.27	42,282.96	(4,747.51)	15,867.39	16,522.67	24,956.35	(79,423.56)	22,528.32	73,861.71	89,750.12	321,524.76
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Rent Roll 122 Apartments	126950.09	101158.65	100769.62	104821.02	114,498.11	112,279.35	110,926.15	107,919.67	107,034.23	108,065.24	113,774.21	113,214.42	
Vacant	7	7	10	10	10	12	13	15	13	13	8	11	
Average Apartment Rent	1,103.91	879.64	899.73	935.90	1,022.30	1,020.72	1,017.67	1,008.60	981.97	991.42	998.02	1,019.95	
Standard Tenant (W/O We Care)	1,144.17	714.31	745.08	816.16	985.93	981.44	974.56	954.22	902.49	921.58	940.24	980.61	

## EXHIBIT J

243rd Street Bronx R&R, LLC.

**Mortgage Amortization Schedule With Lender Liability Claim**

November 7, 2012

	<u>Date</u>	<u>Contract Interest Rate</u>	<u>Payment</u>	<u>Contract Interest Amount</u>	<u>Principal Amount</u>	<u>Principal Balance</u>
						7,700,000.00
48	7/1/2011	6.520%	61,501.58	41,836.67	19,664.91	7,680,335.09
49	8/1/2011	6.520%	61,501.58	41,729.82	19,771.76	7,660,563.33
50	9/1/2011	6.520%	61,501.58	41,622.39	19,879.19	7,640,684.14
51	10/1/2011	6.520%	61,501.58	41,514.38	19,987.20	7,620,696.95
52	11/1/2011	6.520%	61,501.58	41,405.79	20,095.79	7,600,601.15
53	12/1/2011	6.520%	61,501.58	41,296.60	20,204.98	7,580,396.17
54	1/1/2012	6.520%	61,501.58	41,186.82	20,314.76	7,560,081.41
55	2/1/2012	6.520%	61,501.58	41,076.44	20,425.14	7,539,656.27
56	3/1/2012	6.520%	61,501.58	40,965.47	20,536.11	7,519,120.16
57	4/1/2012	6.520%	61,501.58	40,853.89	20,647.69	7,498,472.47
58	5/1/2012	6.520%	61,501.58	40,741.70	20,759.88	7,477,712.59
59	6/1/2012	6.520%	61,501.58	40,628.91	20,872.67	7,456,839.91
60	7/1/2012	6.520%	61,501.58	40,515.50	20,986.08	7,435,853.83
61	8/1/2012	6.520%	61,501.58	40,401.47	21,100.11	7,414,753.72
62	9/1/2012	6.520%	61,501.58	40,286.83	21,214.75	7,393,538.97
63	10/1/2012	6.520%	61,501.58	40,171.56	21,330.02	7,372,208.95
64	11/1/2012	6.520%	61,501.58	40,055.67	21,445.91	7,350,763.04
65	12/1/2012	6.520%	61,501.58	39,939.15	21,562.43	7,329,200.60
66	1/1/2013	6.520%	61,501.58	39,821.99	21,679.59	7,307,521.01
67	2/1/2013	6.520%	61,501.58	39,704.20	21,797.38	7,285,723.63
68	3/1/2013	6.520%	61,501.58	39,585.77	21,915.81	7,263,807.82
69	4/1/2013	6.520%	61,501.58	39,466.69	22,034.89	7,241,772.93
70	5/1/2013	6.520%	61,501.58	39,346.97	22,154.61	7,219,618.31
71	6/1/2013	6.520%	61,501.58	39,226.59	22,274.99	7,197,343.33
72	7/1/2013	6.520%	61,501.58	39,105.57	22,396.01	7,174,947.31
73	8/1/2013	6.520%	61,501.58	38,983.88	22,517.70	7,152,429.61
74	9/1/2013	6.520%	61,501.58	38,861.53	22,640.05	7,129,789.57
75	10/1/2013	6.520%	61,501.58	38,738.52	22,763.06	7,107,026.51
76	11/1/2013	6.520%	61,501.58	38,614.84	22,886.74	7,084,139.77
77	12/1/2013	6.520%	61,501.58	38,490.49	23,011.09	7,061,128.69
78	1/1/2014	6.520%	61,501.58	38,365.47	23,136.11	7,037,992.57
79	2/1/2014	6.520%	61,501.58	38,239.76	23,261.82	7,014,730.75
80	3/1/2014	6.520%	61,501.58	38,113.37	23,388.21	6,991,342.54
81	4/1/2014	6.520%	61,501.58	37,986.29	23,515.29	6,967,827.26
82	5/1/2014	6.520%	61,501.58	37,858.53	23,643.05	6,944,184.20
83	6/1/2014	6.520%	61,501.58	37,730.07	23,771.51	6,920,412.69
84	7/1/2014	6.520%	6,920,412.69			-

243rd Street Bronx R&R, LLC.

**Mortgage Amortization Schedule Without Lender Liability Claim**

November 7, 2012

	<u>Date</u>	<u>Contract Interest Rate</u>	<u>Payment</u>	<u>Contract Interest Amount</u>	<u>Principal Amount</u>	<u>Principal Balance</u>
						9,760,000.00
1	8/1/2007	6.520%	53,029.33	53,029.33	-	9,760,000.00
2	9/1/2007	6.520%	53,029.33	53,029.33	-	9,760,000.00
3	10/1/2007	6.520%	53,029.33	53,029.33	-	9,760,000.00
4	11/1/2007	6.520%	53,029.33	53,029.33	-	9,760,000.00
5	12/1/2007	6.520%	53,029.33	53,029.33	-	9,760,000.00
6	1/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
7	2/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
8	3/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
9	4/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
10	5/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
11	6/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
12	7/1/2008	6.520%	53,029.33	53,029.33	-	9,760,000.00
13	8/1/2008				-	9,760,000.00
14	9/1/2008				-	9,760,000.00
15	10/1/2008				-	9,760,000.00
16	11/1/2008				-	9,760,000.00
17	12/1/2008				-	9,760,000.00
18	1/1/2009				-	9,760,000.00
19	2/1/2009				-	9,760,000.00
20	3/1/2009				-	9,760,000.00
21	4/1/2009				-	9,760,000.00
22	5/1/2009				-	9,760,000.00
23	6/1/2009				-	9,760,000.00
24	7/1/2009				-	9,710,000.00
25	8/1/2009				1	9,701,256.09
26	9/1/2009				2	9,692,464.66
27	10/1/2009				9	9,683,625.48
28	11/1/2009	6.520%	52,014.37	52,014.37	8,887.21	9,674,738.26
29	12/1/2009	6.520%	61,501.58	52,566.08	8,935.50	9,665,802.76
30	1/1/2010	6.520%	61,501.58	52,517.53	8,984.05	9,656,818.71
31	2/1/2010	6.520%	61,501.58	52,468.71	9,032.87	9,647,785.84
32	3/1/2010	6.520%	61,501.58	52,419.64	9,081.94	9,638,703.90
33	4/1/2010	6.520%	61,501.58	52,370.29	9,131.29	9,629,572.61
34	5/1/2010	6.520%	61,501.58	52,320.68	9,180.90	9,620,391.71
35	6/1/2010	6.520%	61,501.58	52,270.79	9,230.79	9,611,160.92
36	7/1/2010	6.520%	61,501.58	52,220.64	9,280.94	9,601,879.98
37	8/1/2010	6.520%	61,501.58	52,170.21	9,331.37	9,592,548.62
38	9/1/2010	6.520%	61,501.58	52,119.51	9,382.07	9,583,166.55
39	10/1/2010	6.520%	61,501.58	52,068.54	9,433.04	9,573,733.51
40	11/1/2010	6.520%	61,501.58	52,017.29	9,484.29	9,564,249.22
41	12/1/2010	6.520%	61,501.58	51,965.75	9,535.83	9,554,713.39

w/o Debtor's  
Claim  
Amortization  
Schedule  
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42	1/1/2011	6.520%	61,501.58	51,913.94	9,587.64	9,545,125.75
43	2/1/2011	6.520%	61,501.58	51,861.85	9,639.73	9,535,486.02
44	3/1/2011	6.520%	61,501.58	51,809.47	9,692.11	9,525,793.92
45	4/1/2011	6.520%	61,501.58	51,756.81	9,744.77	9,516,049.15
46	5/1/2011	6.520%	61,501.58	51,703.87	9,797.71	9,506,251.44
47	6/1/2011	6.520%	61,501.58	51,650.63	9,850.95	9,496,400.49
48	7/1/2011	6.520%	61,501.58	51,597.11	9,904.47	9,486,496.02
49	8/1/2011	6.520%	61,501.58	51,543.30	9,958.28	9,476,537.73
50	9/1/2011	6.520%	61,501.58	51,489.19	10,012.39	9,466,525.34
51	10/1/2011	6.520%	61,501.58	51,434.79	10,066.79	9,456,458.55
52	11/1/2011	6.520%	61,501.58	51,380.09	10,121.49	9,446,337.06
53	12/1/2011	6.520%	61,501.58	51,325.10	10,176.48	9,436,160.58
54	1/1/2012	6.520%	61,501.58	51,269.81	10,231.77	9,425,928.81
55	2/1/2012	6.520%	61,501.58	51,214.21	10,287.37	9,415,641.44
56	3/1/2012	6.520%	61,501.58	51,158.32	10,343.26	9,405,298.18
57	4/1/2012	6.520%	61,501.58	51,102.12	10,399.46	9,394,898.72
58	5/1/2012	6.520%	61,501.58	51,045.62	10,455.96	9,384,442.75
59	6/1/2012	6.520%	61,501.58	50,988.81	10,512.77	9,373,929.98
60	7/1/2012	6.520%	61,501.58	50,931.69	10,569.89	9,363,360.09
61	8/1/2012	6.520%	61,501.58	50,874.26	10,627.32	9,352,732.76
62	9/1/2012	6.520%	61,501.58	50,816.51	10,685.07	9,342,047.70
63	10/1/2012	6.520%	61,501.58	50,758.46	10,743.12	9,331,304.58
64	11/1/2012	6.520%	61,501.58	50,700.09	10,801.49	9,320,503.08
65	12/1/2012	6.520%	61,501.58	50,641.40	10,860.18	9,309,642.90
66	1/1/2013	6.520%	61,501.58	50,582.39	10,919.19	9,298,723.72
67	2/1/2013	6.520%	61,501.58	50,523.07	10,978.51	9,287,745.20
68	3/1/2013	6.520%	61,501.58	50,463.42	11,038.16	9,276,707.04
69	4/1/2013	6.520%	61,501.58	50,403.44	11,098.14	9,265,608.90
70	5/1/2013	6.520%	61,501.58	50,343.14	11,158.44	9,254,450.46
71	6/1/2013	6.520%	61,501.58	50,282.51	11,219.07	9,243,231.40
72	7/1/2013	6.520%	61,501.58	50,221.56	11,280.02	9,231,951.37
73	8/1/2013	6.520%	61,501.58	50,160.27	11,341.31	9,220,610.06
74	9/1/2013	6.520%	61,501.58	50,098.65	11,402.93	9,209,207.13
75	10/1/2013	6.520%	61,501.58	50,036.69	11,464.89	9,197,742.24
76	11/1/2013	6.520%	61,501.58	49,974.40	11,527.18	9,186,215.06
77	12/1/2013	6.520%	61,501.58	49,911.77	11,589.81	9,174,625.25
78	1/1/2014	6.520%	61,501.58	49,848.80	11,652.78	9,162,972.47
79	2/1/2014	6.520%	61,501.58	49,785.48	11,716.10	9,151,256.37
80	3/1/2014	6.520%	61,501.58	49,721.83	11,779.75	9,139,476.62
81	4/1/2014	6.520%	61,501.58	49,657.82	11,843.76	9,127,632.86
82	5/1/2014	6.520%	61,501.58	49,593.47	11,908.11	9,115,724.75
83	6/1/2014	6.520%	61,501.58	49,528.77	11,972.81	9,103,751.94
84	7/1/2014	6.520%	9,103,751.94			-

BANK: CITI